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The Solicitors' Journal and Reporter.

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Contents.

CURRENT TOPICS.....	215	LAW STUDENTS' JOURNAL.....	224
BANKRUPTCY CASES IN 1902.....	217	OBITUARY.....	224
PUBLIC-HOUSE LEASES AND THE LICEN- SING ACT, 1902.....	219	LEGAL NEWS.....	225
REVIEWS.....	220	COURT PAPERS.....	226
POINTS TO BE NOTED.....	221	WINDING-UP NOTICES.....	226
RESULT OF APPEALS.....	222	CREDITORS' NOTICES.....	226
LAW SOCIETIES.....	224	BANKRUPTCY NOTICES.....	227

Cases Reported this Week.

In the Solicitors' Journal.

Austrian Lloyd Steamship Co. v. Greham Life Assurance Society (Lim.).....	222
Cycle Manufacturers Co-operative Association v. Sims.....	224
Dunn v. South-Eastern Railway.....	223
Isaacson and Another v. New Grand (Clapham Junction) (Lim.).....	222
Smith v. Gold Coast and Ashanti Ex- plorers (Lim.).....	223
The Leeds Forge Co. (Lim.) v. Deighton's Patent Flue and Tube Co. (Lim.).....	222

Writal District Council v. Carter..... 223

In the Weekly Reporter.

Alpha Co., In re. Ward v. Alpha Co.....	201
Booth v. New Afrikander Gold Mining Co.....	190
Fothergill's Estate, In re. Fothergill v. Price.....	203
Hetley, In re. Hetley v. Hetley.....	202
Sheffield (Corporation of) v. Barclay and Others.....	204
Wright v. Carter.....	198

Current Topics.

MR. WILFRED BAUGH ALLEN, barrister-at-law, has been
appointed Judge of County Courts on Circuit No. 18 in place of
the late Judge MASTERMAN. Mr. ALLEN was called to the bar
in 1882, and has practised as a special pleader and on the South-
Eastern Circuit.

SPEAKING without regard to politics, we think the profession
are to be congratulated on the return of Mr. WILLIAM WATSON
RUTHERFORD, solicitor, as member for the West Derby Division
of Liverpool. There is an opening in Parliament for a vigorous
and outspoken member of the profession who is not afraid to
look after its interests. Since the death of Mr. GREGORY there
has been a tendency among solicitors who have entered
Parliament to forget that they are members of a great pro-
fession, and to become either mere politicians or mere
representatives of local interests. We have hope that Mr.
RUTHERFORD will not fall into this besetting snare, though we
rather hesitate to express this, remembering that, some years
ago, when we ventured on a similar suggestion with regard to a
solicitor M.P., we had promptly a letter from him announcing
that his first duty would be to his party and his constituents.
It did not seem to occur to him that this duty was not necessarily,
or usually, inconsistent with that suggested by us.

AT THE trial of *Rex v. Walters* at the Old Bailey last week,
to which we refer elsewhere, in which the prisoner was charged
with the murder of an infant child which she had received
in what purported to be a nursing home, the learned judge
appears to have allowed the name of a witness to be con-
cealed from the public. The witness was called to prove that
he had paid a lump sum of money for the adoption of the
child by the prisoner, and after he had gone into the box,
his name, instead of being disclosed, was handed to the judge
on a slip of paper. We have of late noticed that in several cases
upon the trial of civil actions witnesses have been allowed to
give evidence without publishing their names. In these cases
the action was brought in respect of a private right, no
objection was made by the counsel for the party against whom
the evidence was given, and the judge, without exercising any
discretion, might think that the agreement of the parties was a
sufficient reason for tolerating the irregularity. But we
think that a criminal case stands upon a different footing.
There cannot be one rule of practice when the prisoner
appears by counsel and when he is undefended. He
is entitled, after a plea of not guilty, to be tried by oral
evidence and in open court, and our law assumes that it is for
the interest of the public that the hearing of the case shall be in
public and that the names of the witnesses shall be published.
In every statute that we have seen relating to the form of oaths
and affirmations the name of the witness is given. We can find
nothing in any decision or rule of practice to warrant the judge
in suppressing the name of a witness at a criminal trial, and to
give him the necessary power would create much difficulty.
Cases would certainly arise where the witnesses were of good
social position in which he might be accused of partiality. We
hope that the Court for Crown Cases Reserved may find some
occasion for giving their opinion upon this interesting subject.

THE COURT of Appeal declined, in the recent case of *Bickmore*
v. *Dimmer* (51 W. R. 180), to accept without limitation the

literal meaning of the ordinary covenant in a lease that the lessee will not make any alterations in the demised premises except with the consent of the lessor. In the above case certain alterations had been expressly authorized, partly by the lease itself, and partly by agreement subsequent to the lease, but on the occasion of this agreement it was expressly stipulated that it was not to prejudice or affect the covenant against alterations contained in the lease. At the time of the agreement the premises had come into the hands of the defendant, who, by arrangement with the lessors, was using a part of them for his business as a jeweller. For the purpose of advertising his business he erected outside the premises a large clock contained in an iron circular frame, and the frame was fastened by iron bolts driven into the stone wall of the premises. The clock had two faces, showing the defendant's name and business, and was lighted by electricity. The lessors, who had protested against the erection of the clock, claimed that this was a breach of the covenant not to make any alterations without consent, and they obtained from FARWELL, J., a mandatory injunction for the removal of the clock. The Court of Appeal, however, have held that this involved too literal a construction of the covenant. In the view of VAUGHAN WILLIAMS, L.J., apparently, the covenant must be taken to be aimed at such alterations only as affect the form or structure of the premises; and, moreover, the covenant ought not to operate so as to prevent a lessee who was intending to carry on business upon the premises from doing those acts which are convenient or useful for a tradesman to do in the ordinary conduct of his business. Similarly, STIRLING, L.J., held that the covenant must be held not to include alterations which were reasonable and proper for carrying on the tenant's business in an ordinary way. In this view the erection of the clock was reasonable and proper, and hence it was not a breach of the covenant. COZENS-HARDY, L.J., concurred for the reason that "alteration" means an alteration to the form or structure of the building, and this seems the most natural mode of interpreting the covenant.

THE APPLICATION of the equitable rule against double portions had an interesting illustration in the decision of the Court of Appeal in *Re Scott* (51 W. R. 182; 1903, 1 Ch. 1), and the dictum of JESSEL, M.R., in *Taylor v. Taylor* (23 W. R. 719, L. R. 20 Eq. 155), restricting the rule, was preferred to some other modern decisions. The question is whether a gift by a father to a child subsequent to the making of his will is to be taken as adeeming a legacy given by the will. In *Boyd v. Boyd* (15 W. R. 1071, L. R. 4 Eq. 305) WOOD, V.C., put the rule very widely, and said that wherever a sum was paid for a particular purpose, which was thought good and right by the father and which the son desired, if it was money that was "drawn out" in considerable amount, and not a small sum, it was to be treated as an advance, and consequently as an ademption of the legacy. In *Taylor v. Taylor* (*supra*) JESSEL, M.R., required further that, for the gift to be an advance, it should be made, not for any temporary purpose, but with a view to establishing the child in life, and he so construed *Boyd v. Boyd*. "Not every payment," he said, "is a provision for the child; and I think that WOOD, V.C., referred to that when he said in *Boyd v. Boyd* that the sum must be paid for a particular purpose; by which I understand him to mean a special purpose with a view to the establishment of the child in life." Hence the Master of the Rolls held that money supplied to pay debts which a son had incurred was not an advancement. In *Re Blockley* (33 W. R. 777, 29 Ch. D. 250) PEARSON, J., dissented from this view, and intimated that a sum of money given by a father for such a purpose might be an advancement, and that the language of WOOD, V.C., in *Boyd v. Boyd* (*supra*) was not to be restricted in the manner suggested. In the present case of *Re Scott*, however, the Court of Appeal have preferred the rule stated by JESSEL, M.R., in *Taylor v. Taylor*, and have insisted that, as a condition of a gift being an advance, the money must be given, not for the purpose of temporary assistance, but with a view to the permanent advancement of the child. Consequently, where £5,000 was given to the son for the purpose of relieving him from debt—the debt being due to the father—this was not treated as an advance, and did not interfere with the provision made for the son by the father's will.

THE MURDER case of *Rex v. Walters and Sach*, recently tried at the Old Bailey, is one of great importance to the public, and one that suggests that some alteration may be required in the law relating to the care of infants. Stated shortly, the facts proved in the case shewed that one of the two accused women kept what she called a "private nursing home." There single women came for their confinements, and the woman pretended to find respectable persons willing to adopt the children provided a certain premium were paid. If the mother was able to find the money, the unfortunate infant was handed over to the other prisoner, who took it away and murdered it, while the two prisoners divided the money. Such an atrocious crime of course stirs up public indignation; but it also calls attention to the ease with which such crimes can be committed and leads to inquiries as to the whether the existing law is adequate for the prevention of their repetition. It is obvious that, if carefully carried out, the risk of discovery may be very small. The mother of such a child is generally desirous of getting rid of the mark of her disgrace, and is, therefore, willing and anxious to keep silence as to what she knows, while the body of a new-born infant can be disposed of without great difficulty. As the law stands, such children are protected to some extent by the Infant Life Protection Act, 1897. Section 2 of that Act provides that "any person retaining or receiving for hire or reward in that behalf more than one infant under the age of five years for the purpose of nursing or maintaining such infants apart from their parents" shall give notice thereof to the guardians. This section, however, does not go far in reference to facts like those which were proved in the recent case. Then section 5 provides that "any person retaining or receiving an infant under the age of two years in consideration of a sum of money not exceeding £20 paid down, and without any agreement for further payment as value for the care and bringing up of the said infant," shall give similar notice. Section 14 excepts the relatives and guardians of any infant from the provisions of the Act. Now, it is submitted that the provisions as to notice should be made to apply to every infant received for payment by a stranger, whether that person takes one or more infants, or whatever sum that person receives. This might not go very far, but it would be a step in the right direction—that is, in the direction of securing some mode of tracing a child in every case. Under the Act the notice has to state the name and address of the person from whom the child has been received. Under the existing law the duty of registering a birth is on the father or mother of the child in the first instance; and it is only in case of failure to do so that the duty falls upon other persons, including the occupier of the house. A question arises whether the occupier should not be answerable for the registration in all cases in the first instance. This might provide some further protection. The bastard infant is the most unprotected of human beings, and the recent case shews that some alteration in the law is required so as to enable these unfortunates to be traced. The two women were convicted of murder, but the jury recommended them to mercy. On being asked, however, by the judge their reasons for such recommendation, they could only say because of the sex of the prisoners. In sentencing them to death, the judge plainly expressed his disagreement with the recommendation on this ground, and held out no hope of reprieve. It is no doubt a terrible thing to hang a woman; but if ever a woman is to suffer the death penalty, surely she deserves it in such a case as this where murder is systematically carried out for money.

THE DECISION of FARWELL, J., in *Roberts v. Charing Cross, &c., Railway Co.* (*Times*, 22nd inst.) brings into prominence a qualification as to the exercise by a public company of its statutory powers which is sometimes overlooked. Where the company's special Act of Parliament incorporates the Lands Clauses Act, 1845, any right of action which an individual might have for injury due to the exercise of the company's powers in the course of executing the works is, as a general rule, taken away, and the individual has instead the right to recover compensation under section 68. It is well settled, however, that the right of action is not taken away where the company causes damage by

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the negligent exercise of its powers, and of course it is not taken away where the company is acting in excess of its powers. "When the Legislature," said COCKBURN, C.J., in *Vaughan v. Taff Vale Railway Co.* (5 H. & N., p. 685), "has sanctioned and authorized the use of a particular thing, and it is used for the purpose for which it was authorized, and every precaution has been taken to prevent injury, the sanction of the Legislature carries with it this consequence, that if damage results from the use of such thing independently of negligence, the party using it is not responsible." The point of the *dictum* lies, for the present purpose, in the words "independently of negligence," and if, in the exercise by the company of its powers, there is negligence, then the case is not one for compensation under section 68, but the ordinary right of action of the aggrieved person remains. And the law is equally clear where the company is acting in excess of its statutory powers. "It is well settled," said Lord CAMPBELL, C., in *Caledonian Railway Co. v. Colt* (3 Macq., p. 838), "that this statutory tribunal is only established to give compensation for losses sustained in consequence of what the railway company may do lawfully under the powers which the Legislature has conferred upon them, and that for anything done in excess of these powers . . . the proper remedy is a common law action in the common law courts."

THE POINT brought out in the recent case before FARWELL, J., referred to above, is that a public statutory company is bound in the exercise of its powers, not only to act without negligence, and to avoid exceeding its powers, but also to act reasonably. The complaint was that the company, which had been empowered by statute to construct a tube railway from Charing Cross to Hampstead, was acting unreasonably in carrying on certain works by night as well as by day, and for this the plaintiff brought his action claiming an injunction and damages. Application was made on behalf of the company with a view to stopping the proceedings on the ground that the allegation disclosed no cause of action. The plaintiff's remedy, it was urged, if he had one, was to recover compensation under section 68 of the Lands Clauses Act, 1845. It is, of course, well known that statutory powers may involve a very burdensome encroachment on private rights, and in *London, Brighton, and South Coast Railway Co. v. Truman* (34 W. R. 657, 11 App. Cas. 45) it was held that the company, acting under statutory powers, was not bound to consult the convenience of private individuals, but was entitled to select a site for a cattle and goods station convenient to itself, notwithstanding that a nuisance was thereby caused to the neighbouring occupiers. But though this is so, yet, as FARWELL, J., has pointed out, the right of the company to act under its statutory power is limited by what is reasonable. The principle was enunciated by WICKENS, V.C., in *Biscoe v. Great Eastern Railway Co.* (21 W. R. 902, 16 L. R. Eq., p. 640): "A railway company having these wide powers is bound to exercise them with moderation and discretion. . . . The powers are to be exercised with a reasonable regard to the rights of other persons." And in the same sense is the observation of COLLINS, L.J., in *Southwark and Vauxhall Water Co. v. Wandsworth Board of Works* (1898, 2 Ch., p. 611), quoted by FARWELL, J., in the present case: "Where statutory rights infringe upon what, but for the statute, would be the rights of other persons, they must be exercised reasonably, so as to do as little mischief as possible. The public are not compelled to suffer inconvenience which is not reasonably incident to the exercise of statutory powers." These are plain statements of the principle that statutory powers are subject, not only to the rule that they must not be exceeded or exercised negligently, but also to the rule that they must not be exercised unreasonably. For the purpose of the argument in the present case it was assumed that the night-working of the defendant company was an unreasonable exercise of its powers, and FARWELL, J., held that, on this assumption, the plaintiff had a good cause of action.

MR. HALDANE suggested in his speech on the position of trade unions at Mansfield Hall on Tuesday a new way of dealing with the present difficulties of the law relating to combined action on the part of employers or workmen. He

probably voiced the prevailing opinion when he said that the recent decisions in the *Mogul* case (1892, A. C. 25), *Lyons v. Wilkins* (1896, 1 Ch. 811; 1899, 1 Ch. 255), *Allen v. Flood* (1898, A. C. 1), and *Quinn v. Leatham* (1901, A. C. 495), had placed the law in such a condition that it was impossible to advise with any certainty what acts might or might not be done in furtherance of a trade dispute. This is partly, no doubt, due to the inherent difficulty of the subject, and partly, perhaps, to the different spirit animating the House of Lords when *Allen v. Flood* and *Quinn v. Leatham* were decided; and also to the difficulty felt in according to workmen's associations the power of injuring those opposed to them which was granted to traders' associations in the *Mogul* case. The aim of the trade unions is to abolish the notion that "conspiracy" can make any action unlawful which would otherwise be lawful. But Mr. HALDANE points out that the combined action of many, though otherwise legal, may amount to a nuisance, and the suggestion seems to be an echo of a passage in Lord LINDLEY's judgment in *Quinn v. Leatham* (1901, A. C., p. 538): "Numbers may annoy and coerce where one may not. Annoyance and coercion by many may be so intolerable as to become actionable, and produce a result which one alone could not produce." Considering how recent decisions have tended rather to confuse than simplify the law, it is not very hopeful to look for an improvement to further judicial pronouncements, and Mr. HALDANE suggests instead the appointment of a Royal Commission to consist of three experts "say, two of the most eminent of the judges and a layman who has had experience of these things and taken a large, wide, and fair view of them." The suggestion is novel, and the report of such a commission would be interesting; but whether the result would bring a practical solution of the difficulty, is another matter.

ACTIONS are occasionally brought against dealers in drugs and medicines who carelessly label a deadly poison as a harmless medicine and sell it so labelled to a customer. The action is brought by any person who has been injured by using the poison as a medicine. But we have no recollection of a case similar in its facts to one tried before Mr. Justice GRANTHAM last week. The plaintiff having received a prescription from a physician for pills to be taken at bedtime, sent it to be made up by the defendants, who were chemists. The cause of action relied upon was that the defendants had sent a number of pills with directions that they were to be taken three times a day, and that the plaintiff, having complied with these directions, had suffered severely from an overdose of the medicine. The cause of action is really, however, similar in character to that previously referred to, for the question whether a drug is a deadly poison or a harmless medicine frequently depends upon the quantity administered to the patient.

Bankruptcy Cases in 1902.

IT cannot be said that the past year will be memorable in the history of the law of the principles and practice in bankruptcy on account of either the magnitude or importance of the cases decided. The Bankruptcy Act, 1883, undoubtedly raised a number of difficult points, and gave rise to the exercise of much ingenuity in the discovery of loopholes for its evasion. But the numerous decisions decided under it, and the amending Act of 1890, have done a good deal towards crystallizing and elucidating the principles and practice of bankruptcy law. The questions which now arise in bankruptcy generally resolve themselves into questions of fact rather than law, and it is rare indeed that an absolutely "clean" and new point of law arises for decision. At the same time the cases decided in the past year are not without their interest, and afford practical guidance on some of the most difficult branches of the law and practice of bankruptcy.

Perhaps one of the most instructive of them is that most recently affirmed by the Court of Appeal at the very end of last sittings, the decision of WRIGHT, J., in *Mellor's Trustee v. Moss* (50 W. R. 111), which once more illustrates the futility of every

contrivance, however ingenious, for avoiding the necessity for registration under the Bills of Sale Acts where the transaction is in fact a loan on the security of chattels. Now, it has been clearly established, at any rate since the lucid judgment of BOWEN, L.J., in the *North Central Wagon Co. v. Manchester, Sheffield, and Lincolnshire Railway Co.* (35 W. R. 430), that by the Bills of Sale Acts the Legislature did not strike at transactions, but only at documents, and therefore if a person can make his transaction complete and effective in law or equity without praying in aid the document, the Acts do not affect his rights. One way of achieving this object was soon found by means of the hire-purchase agreement, and where there is in fact a sale for valuable consideration preceding and independent of the hire-purchase agreement, followed by such an agreement, the transaction is unimpeachable. But that it is impossible to wrap up what is really a loan on the security of chattels in the form of a sale and hiring agreement *Maas' case* (*supra*) is another instructive instance. The facts were somewhat peculiar. MELLOR had agreed to purchase a certain hotel, with all furniture and fixtures, at an inclusive price. Upon completion, finding himself £2,000 short of the purchase-money, he asked MAAS to lend him that sum on a fourth mortgage. MAAS refused, but offered to do so on a bill of sale. MELLOR naturally objecting to that, it was arranged that MAAS should purchase the furniture for £2,000, which he did upon the day of completion, and that by a hire-purchase agreement he should let it to MELLOR, which was also done on the same day, the furniture remaining in MELLOR's possession, and no registration of the agreement taking place, although it contained a licence to seize with power of sale in certain events. Now, this arrangement would have been sound enough if in fact, with MELLOR's consent, the contract between himself and the vendor, so far as regards the furniture, had been rescinded, and this had been followed by a sale of the furniture by the vendor to MAAS so as to pass the beneficial ownership in the goods to him, and leave him free to remove the goods and deal with them as he pleased, whether by hiring them to MELLOR or otherwise. But this clearly was not the case. There was no independent sale. The vendor would not have sold at all unless the furniture was to go with the house, nor would the house have been any use to MELLOR unless the furniture remained. The whole business was to be sold as a "going concern." In fact, though not in form, therefore, the sale was a sale to MELLOR, and the hiring agreement an assurance to MAAS, and essential to his title, and being a licence to take possession of the goods, and a security for a loan, was within the Bills of Sale Acts, and the principle of the decision in *Beckett v. Tower Assets Co.* (39 W. R. 438). The trustee in bankruptcy of MELLOR, therefore, succeeded in establishing his title to the furniture as against MAAS.

It may be questioned, therefore, whether in any case in which the negotiations are commenced by the request for a loan in order to enable one party to carry out a purchase of chattels, and are subsequently carried out by a purchase by the other party, and a hiring to the party who originally intended to purchase, the transaction will be good unless the hiring agreement is registered as a bill of sale. At any rate, it may be safely said that, directly it is proved that the person who hires originally applied for a loan in order to enable him to purchase direct, the onus will be shifted upon the party claiming as owner to prove that in fact he was the purchaser, and that sale and loan were independent and *bona fide* transactions.

A nice point, and one not covered by authority, and having a material bearing upon a bankrupt's position with regard to contracts for his personal services, was decided by PHILLIMORE, J., in favour of the bankrupt by his decision in *Bailey v. Thurston & Co.*, which has recently been affirmed by the Court of Appeal (51 W. R. 165). The point was whether an action by the bankrupt personally for wrongful dismissal would lie against the defendants, he being bankrupt at the date of such dismissal and undischarged when action brought. Now, where an undischarged bankrupt enters into a contract for personal employment subsequent to bankruptcy for a salary or wages, there is no doubt that he is entitled to maintain proceedings for the recovery of such salary or wages, and to hold the moneys recovered to his own use until his trustee intervenes (*Beckham v. Drake*, 2 H. L. Cas. 579); and, even when his trustee inter-

venes, he is entitled to retain them so far as is necessary to support himself, his wife, and family: *Re Roberts* (48 W. R. 132). Can the fact that the contract was in existence at the date of the bankruptcy, while the breach occurred subsequent to it, affect the right of the bankrupt to sue upon such a contract for personal service? True, the benefit of the contract, like the benefit of all the bankrupt's contracts, passes to the trustee, and he can sue if he choose, and *Beckham v. Drake* (*supra*) shows that he can recover damages for the breach of such a contract before bankruptcy. But can he alone sue to the exclusion of the bankrupt, as is the case in an ordinary contract? Surely there is no distinction in principle between allowing a bankrupt to sue on a contract for personal employment made after bankruptcy, and to sue for breach of such a contract after bankruptcy, although the contract was made before bankruptcy. In either case the contract is dependent upon the bankrupt's personal exertions, and he can sue thereon, subject to his trustee's right to intervene.

A rather remarkable decision, and one which WRIGHT, J., arrived at with considerable doubt, and which, it may be respectfully submitted, is by no means unlikely to be the subject of review hereafter, is that given in *In re Lawford and Lawrence* (50 W. R. 592). The short point in that case was whether a pledgee is justified in delivering up to the pledgor chattels pledged to him with knowledge of an available act of bankruptcy committed by the pledgor. Looking at this question apart altogether from considerations as to the relation of pledgor and pledgee, there is ample authority for the proposition that everyone who deals with the bankrupt in any manner with notice of an available act of bankruptcy does so at his peril, and, if a receiving order is made within three months of such act of bankruptcy, he will be liable to account for any property of the debtor dealt with by him. If, therefore, he have in his possession, under whatever circumstances, property of the bankrupt, he ought to retain it for three months, since, if a receiving order is made, that property, by the doctrine of relation back of the trustee's title, will become the property of the trustee. In the case of pledgor and pledgee, however, the bare application of this principle would lead to difficulties and absurdities which WRIGHT, J., though with grave doubt whether it ought not to be pushed to its logical conclusion, refused to face. He got over the difficulty by praying in aid the general and well-recognized principle that a trustee can only take the bankrupt's property subject to the same liabilities as the bankrupt himself. Although, therefore, the trustee took the debtor's interest in the property pledged as from the date of the act of bankruptcy, he could only take it subject to the contract of pledge by which the pledgee was under the duty to hand over the property as soon as he was paid off. With all deference, this reasoning is not very convincing. It does not meet the objection that, conceding the principle and its application, the pledgee could, after notice of the act of bankruptcy, only deliver up the property to the debtor during the three months at the risk of having to account for it to the trustee if a receiving order were made. At the same time, it is obvious that the retention of property by the pledgee might bring about the very result which the debtor by its redemption might be able to avoid. Perhaps the real solution of the difficulty is to be found in the application of the principles regulating the relation between mortgagor and mortgagee. The trustee in that case takes subject to the overriding rights of the mortgagee. There is no doubt that a redemption of mortgaged property and a reconveyance by the mortgagee, although with knowledge of an available act of bankruptcy by the mortgagor, is quite unimpeachable. Indeed, WRIGHT, J., himself seems really to have decided the case on this ground, since he points out that the pledgee had no option and was compelled to give up his security, and could have been instantly sued if he had refused. But the case is one of those awkward ones which bristles with difficulties from all points of view.

The doctrine of reputed ownership has been not so frequently invoked of late years as formerly, but it gave rise to two very instructive cases (*Re Weibking*, 50 W. R. 460, and *Re Keen & Keen*, 50 W. R. 334) as to the mutual rights of freeholder, builder's trustee, and mortgagee where a builder during the execution of a building agreement, after mortgaging his rights under the agreement, becomes bankrupt. Without

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going into details of these cases, which must in every case depend to a great extent upon the particular provisions of the agreement and the mortgage, it may be pointed out that the freeholder should be careful to guard himself against such clauses as that in the agreement in *Re Weibking*, which, by passing to him the property in the chattels brought on to the land by the builder, may imperil his rights in the event of bankruptcy, whereas all that is necessary to protect their interests is a clause making it necessary to get their express licence for the removal of any such chattels, and a clause forfeiting them to the freeholder in case of failure to proceed with the works, as in *Re Keen & Keen*; or such a clause strengthened, it is suggested, by forfeiture in case of the debtor committing any act of bankruptcy. Similarly, the mortgagee should make his right to enter and carry on the work under the contract dependent, not upon actual bankruptcy, as in *Re Weibking*, but upon the commission of an act of bankruptcy.

In *Shears v. Goddard* (44 W. R. 402) it was held that a transaction which is protected by section 49 of the Bankruptcy Act, 1883, is valid although it is in itself an act of bankruptcy. It was pointed out at the time that that decision was very near the line, and could only be supported on its particular facts, which were not very likely to occur again. It has, however, been relied upon from time to time in many cases, but seldom with success, and with conspicuous ill-success in the case of *Re Jukes* (50 W. R. 560). It will be remembered that in *Shears v. Goddard* the debtor transferred the whole of his property to a purchaser, and it was held that such transfer was an act of bankruptcy but, as the sale was an out-and-out sale for cash in the ordinary way of business, it was held to be protected by section 49. In *Re Jukes*, however, the sale itself was to a creditor, and the consideration for the sale was a past debt, and the creditor knew of the existence of other creditors. In such a case *bona fides*, so necessary in relying on section 49, was conspicuous by its absence. *Shears v. Goddard* is a dangerous case to rely upon to support transactions of this nature. The question in every such case is really one of fact, and it is seldom that inferences so favourable to the buyer as those in *Shears v. Goddard* will be drawn by the court, even from very similar facts.

Several cases bearing on the liabilities of trustees and other points of practice remain to be noticed. By section 16 of the Debtors Act, 1869, a trustee is required to obtain an order of the court before he prosecutes a bankrupt. In *Re Howes* (1902, 2 K. B. 290) a trustee was refused permission to indemnify himself out of the estate against the costs of an unsuccessful prosecution which he had undertaken with the sanction of the committee of inspection but without an order of the court. It does not appear that the result would have been different if the prosecution had been successful. In every case where the sanction of the court or Board of Trade is required to anything, the trustee proceeds at his peril without it.

The general rule that the trustee under a deed of arrangement which assigns the leaseholds to him is personally liable for the rent is not affected, so as to release the trustee from liability, where bankruptcy, relating back to the assignment, supervenes, and the trustee in bankruptcy disclaims the leaseholds: *Stein v. Pope* (50 W. R. 374). Such a disclaimer cannot operate to affect the rights and liabilities of third persons not parties to the bankruptcy except so far as may be necessary in the interests of the administration of the bankrupt's estate.

The question as to the validity of a bankruptcy notice based on a judgment debt for which a *fi. fa.* had been issued, and to which there had been no return, was considered in *Re A Debtor* (50 W. R. 609). There was no return because the sheriff on seizing was informed that the goods were the property of the trustees of the debtor's wife's marriage settlement, and thereupon withdrew. Now, if the goods seized had in fact been goods of the debtor, the objection would have been a good one (*Miller v. Parnell*, 6 Taunt. 370), but the objection can only prevail where the goods seized are goods of the debtor, and not, as in this case, where they are goods of third parties.

Some practical interest attaches to the case of *Re Drucker* (No. 1) (50 W. R. 543), having regard to the manifold attempts made to evade the consequences of receiving money to settle a bankruptcy petition. In that case a bank had a petition pending against the debtor, and received a sum of money on condition of

its dismissal from the debtor's solicitor, in the belief, as the court held, that such money was not in fact the debtor's. Really the money was provided by the debtor's solicitors, on the security of a charge given in their favour on his property. It was sought by the debtor's trustee to recover this sum from the bank on the ground that it was the debtor's property. But on the facts the court held that this sum was never in fact lent to the debtor at all in such a way as to become his property, but was merely advanced to the debtor for a specific purpose—that is, impressed with a trust, and could not be recovered. It is obvious that it never became the property of the debtor in the true sense. He had no beneficial property in it at any time, and could only apply it strictly for the purpose for which it had been advanced. Moreover, such a transaction does not violate the principle which renders such payments void—namely, that they result in diminishing the estate to the detriment of other creditors, because the money, being advanced by a third person, and for this purpose only, would never, if it was not paid over, form part of the debtor's estate divisible amongst his creditors, but would probably be impressed with a resulting trust in favour of the person who advanced it.

Two points of practice on petitions may finally be noticed. *Re A Debtor* (50 W. R. 182) upset the long-standing practice not to allow the petitioning creditor to call the debtor on the hearing of the petition, and also decided that the petitioning creditor is entitled to call for the production of the debtor's books. While in *Re A Debtor* (50 W. R. Dig., col. 14) the Court of Appeal held that a petition not properly attested under rule 146 not only could, but ought, if possible, to be amended under rule 350.

Public-house Leases and the Licensing Act, 1902.

II.

We pointed out last week that the provision of the Licensing Act, 1902, abolishing the indorsing of convictions on licences and substituting the entry of them in the register of licences kept by the clerk to the licensing justices, has necessitated a revision of the covenant for the protection of the licences usually inserted in public-house leases, and we suggested a form of covenant adapted to the new procedure. But inasmuch as the occupying tenant is frequently a sub-lessee, it is important, in the interest of the lessor, to secure that the covenant shall be so framed as to cover the misconduct of the actual licensee-holder. The necessity for this is illustrated by the case of *Bryant v. Hancock & Co.* (1898, 1 Q. B. 716; 1899, A. C. 442). There the owner of a public-house had demised it to a brewer for twenty-one years from the 1st of September, 1874. The lease contained covenants intended to protect the licences, but there was no covenant against assignment or underletting. In March, 1890, the lessee assigned the lease to *HANCOCK & Co.*, and in the following year, the occupier, who was apparently an underlessee, was convicted of the offence of permitting drunkenness on the premises. In consequence of this conviction the justices refused to renew the licence, notwithstanding that it had in the interval been transferred to another holder. *HANCOCK & Co.* themselves endeavoured to obtain a renewal, but were unsuccessful. The lessor claimed against them as assigns of the lease that they had committed a breach of covenant, and at the trial before *LAWRANCE, J.*, he obtained judgment for £5,300.

The covenant under which the claim was made was divisible into three branches, the lessee covenanting that he and his assigns (1) would keep the premises open every lawful day, and conduct the business in a proper and orderly manner, "so as to afford no ground or pretence for discontinuing the licences thereof"; (2) would not "wilfully do or suffer any act or thing which might . . . be a reasonable ground for the withdrawing or withholding of all or any of the licences for sale of beer and ale, wine, and spirituous liquors therein"; and (3) would from time to time during the continuance of the term of the lease apply for, and do or cause to be done, all and whatsoever should be requisite for obtaining the renewal of such licences. It was

held in the Court of Appeal that a sub-lessee was not an "assign" within the meaning of the covenant, and this result was not disputed in the House of Lords. The question, therefore, in both tribunals was whether there was any absolute covenant against the occurrence on the premises of misconduct which might entail the non-renewal of the licences. The material point in this connection was that the second branch of the covenant referred only to wilful conduct on the part of the lessee and his assigns. The terms of the covenant, it will be observed, did not expressly refer either to forfeiture or non-renewal of the licences, and the terms used—"discontinuing," "withdrawing," and "withholding"—might any of them be referred to either event; but it was considered that the distinction between the first and second branches of the covenant gave the necessary clue to the sense in which the words were used. Since one branch was absolute, and the other was qualified by the requirement of wilful conduct, it was clearly proper to give to each a separate scope, and the first was considered to be aimed at the forfeiture and the second at the non-renewal of the licences. In the result, therefore, it was held that the breach, if any had occurred, was of the second branch of the covenant. But to constitute such a breach there must have been wilful conduct on the part of the lessee or his assigns leading to the non-renewal of the licence. Such wilful conduct there had not been, and hence the judgment of LAWRENCE, J., was reversed by the Court of Appeal, and this reversal was affirmed by the House of Lords.

It appears then that the result in *Bryant v. Hancock & Co.* was founded on the circumstance that the particular covenant in question was not absolute, but qualified, and had there been a forfeiture of the licence owing to the misconduct of the occupying tenant, it seems that the lessee and his assigns would have been liable. It follows that, even though underlessees are not mentioned, yet the covenant may be made absolute both as regards forfeiture and non-renewal, so as to protect the lessor against either event regardless of the person by whose misconduct it has been brought about. This view was acted on by RIDLEY, J., in the subsequent case of *Mumford v. Walker* (85 L. T. 518). There the lessee of a public-house entered into a covenant for himself and his assigns that he would, during the continuance of the demise, so conduct and manage the premises as to afford no reasonable or lawful ground or pretence for the justices refusing to renew the licences. The lessee assigned the lease, and the assignees sub-let the house to a tenant from year to year. The tenant was convicted of breaches of the Licensing Acts. RIDLEY, J., pointed out that the covenant did not contain the qualifying word "wilfully," which was the foundation of the decision of the House of Lords in *Bryant v. Hancock & Co.*, and he regarded it as following from the decision in that case that the covenant before him was absolute, and that it was a breach on the part of the lessee and his assigns if any misconduct endangering the licences occurred upon the premises. But although it thus appears that a covenant for the protection of the licences may extend to misconduct on the part of the occupying sub-lessee, notwithstanding that no mention of sub-lessees occurs in it, yet it is better in framing the covenant to refer specifically, as in the form we gave last week, to underlessees and tenants of the lessee.

So far we have dealt with the Licensing Act, 1902, as affecting the covenants for the protection of the licences. It is also useful to observe the provisions of section 11 with regard to alterations in the licensed premises. These are two-fold, and relate (1) to alterations made by the owner or lessee for his own purposes, and (2) to alterations required by the licensing justices. As to the former, the section provides by sub-section 2 that any alteration in licensed premises which gives increased facilities for drinking, or conceals from observation any part of the premises used for drinking, or which affects the communication between the part of the premises where intoxicating liquor is sold and any other part of the premises, or any street or other public way, shall not be made without the consent of the licensing justices, who before giving their consent may require plans of the proposed alterations to be deposited with their clerk. Any such alteration made without the consent of the justices may entail forfeiture of the licence. With respect to alterations

of the second class, sub-section 4 of the same section provides that, on any application for the renewal of a licence, the licensing justices may require a plan of the premises to be produced before them and to be deposited with their clerk, and on renewing the licence they may direct that, within a specified time, "such alterations as they think reasonably necessary to secure proper conduct of the business shall be made in that part of the premises where intoxicating liquor is sold or consumed." The order is to be subject to appeal, but if an order for structural alteration is made and complied with, no further requisition for the structural alteration of the premises is to be made for the next five years.

These provisions suggest that some revision may be necessary of the ordinary covenant by which the lessee undertakes not to make any alteration in the premises without the consent of the lessor. In order to secure that alterations of the first class shall not be made by the lessee until the requirement of section 11 (2) has been complied with, the covenant should stipulate that no alterations shall be made save with the consent of the lessor and also with the consent of the licensing justices in cases where by statute such latter consent is required. With regard to alterations of the second class, a new stipulation should be introduced to the effect that, upon any application for the renewal of a licence, the lessee shall produce to the licensing justices and deposit with their clerk a plan of the premises, and shall at his own cost make, within the time fixed by the justices, such alterations as they shall lawfully direct. This stipulation, however, will only be inserted in leases for a substantial term where it is proper to put the cost of alterations on the lessee. In the case of a short tenancy the obligation may properly be imposed on the lessor, and since under the Act the licence-holder is made responsible for carrying the justices' order into effect, he should have an express covenant from the lessor to do or pay for the alterations ordered by them, if such is the intention.

Reviews.

County Court Practice.

THE YEARLY COUNTY COURT PRACTICE, 1903: FOUNDED ON ARCHBOLD'S COUNTY COURT PRACTICE, AND PITT-LEWIS'S COUNTY COURT PRACTICE. By G. PITT-LEWIS, K.C., Recorder of Poole, Sir C. ARNOLD WHITE, Chief Justice of Madras, and ARCHIBALD READ, Barrister-at-Law. THE CHAPTER ON COSTS AND THE PRECEDENTS OF COSTS, by Mr. MORTEN TURNER, Registrar of the Watford County Court. IN TWO VOLUMES. Butterworth & Co.; Shaw & Sons.

The business of county courts is so multifarious that it is essential for the practitioner who is concerned with it to have a ready means of turning to the statutes and the rules. Modern enterprise supplies him with what he wants, and enables him each year to bring his legal apparatus up to date. The present edition of the Yearly County Court Practice still bears the name of Sir C. Arnold White, but a Chief Justice of Madras must have interests very much removed from the details of county court work in this country, and, as in last year's edition, the editorial responsibility has fallen upon Mr. Pitt-Lewis and Mr. Archibald Read. The past year has not been productive of any considerable changes in county court practice, but the House of Lords has been continuing its judicial revision of the Workmen's Compensation Act, 1897, and this and other matters have necessitated careful revision of the text. The notes to the statutes and rules are very full, and on some subjects furnish treatises which the practitioner will find a great convenience. This is so with the Act just mentioned, and with the Employers' Liability Act, 1880, and the annotations of the County Courts Admiralty Jurisdiction Act, 1868, contain a valuable collection of the cases on the various subjects of admiralty jurisdiction. Volume I. deals with the law and practice under the County Courts Act, 1888, and under the other statutes on which the more important jurisdiction of the county courts is founded, and Volume II. deals with the enactments which confer jurisdiction in special matters. The work as a whole is well written, well arranged, and well printed.

THE ANNUAL COUNTY COURT PRACTICE, 1903: FOUNDED ON POLLOCK AND NICOL'S AND HEYWOOD'S PRACTICES OF THE COUNTY COURTS. IN TWO VOLUMES. Edited by WILLIAM CECIL SMYLY, K.C., LL.B., Judge of County Courts. Assisted by

The variety of opinion expounded advantages, latter. The appendices. The appendix and rules correspond to glance to guide his practice, when these decisions proceed chapters procedure editor the among the and working Act, 1. tion under its provisions. Frauds in sure that This the containing gone to the misce on count very com practice.

WILLIAM JAMES BROOKS, M.A., Barrister-at-Law. Sweet & Maxwell (Limited); Stevens & Sons (Limited).

The varying practice of legal authors bears witness to the difference of opinion whether statutes should be annotated, or their effect expounded in the form of a treatise. Each method has its advantages, and this Annual County Court Practice adopts the latter. The statutes and rules are printed without comment in appendices, and the text of the work explains their provisions. The appendices shew by distinctive type the portions of the statutes and rules which have been repealed, and references are given to the corresponding parts of the text. Thus the practitioner is enabled to glance through the actual sections and rules by which he has to guide his procedure without the distraction of notes, and he can easily turn, when necessary, to the comments supplied by the editor. These deal, in the first instance, with the general course of proceedings in a county court action, and in successive chapters the question of jurisdiction, of parties, and of procedure before, at, and after trial are discussed. The editor then passes to special subjects of jurisdiction, prominent among these being the jurisdiction in matters between employers and workmen. The section dealing with the Workmen's Compensation Act, 1897, gives an outline of the procedure for obtaining compensation under the Act, and then collects the judicial interpretations on its provisions. The Act seems to be a worthy rival to the Statute of Frauds in this respect, and it is essential for the practitioner to be sure that he has all available guidance in the matter of authority. This the editor furnishes to him, and a page has been interpolated containing several decisions given in December—after the work had gone to press. The second volume deals in a similar manner with the miscellaneous host of statutes by which jurisdiction is conferred on county courts in special matters. The work, as a whole, forms a very complete and convenient guide to county court jurisdiction and practice.

Equity.

A PRACTICAL EXPOSITION OF THE PRINCIPLES OF EQUITY, ILLUSTRATED BY THE LEADING DECISIONS THEREON. FOR STUDENTS AND PRACTITIONERS. By H. ARTHUR SMITH, M.A., LL.B. (Lond.), Barrister-at-Law. THIRD EDITION. Stevens & Sons (Limited).

Fourteen years have elapsed since the second edition of this work was published, and in that time the subjects with which it deals have been undergoing continual development. For present day purposes equity must be regarded in the main as a collection of matters which for reasons of history or of convenience are in general dealt with in the Chancery Division. It is still usual to speak of certain rules as rules of equity, but as a special source of new law equity, of course, has no existence. New law depends either upon statute or upon the boldness of the judge who assumes to enunciate it, whether he professes to act upon the principles of the common law or equity. But these considerations do not affect the utility of a work such as that before us. Whatever may be the logical basis of different branches of the law, we require to have the rules and authorities which govern such matters of everyday practical importance as trusts and mortgages and the administration of estates continually restated and brought up to date. As an example of the thoroughness and lucidity with which Mr. Smith has done this we may refer to the section dealing with the disability of a trustee to purchase the trust property. On this and other subjects the practitioner will find the relevant authorities so stated as to be readily accessible. A chapter on the law of companies gives additional value to the work, though the subject has perhaps no special connection with equity.

Points to be Noted.

Company Law.

Winding up—Prosecution of Directors.—The rules as to winding up do not expressly require a report by the official receiver on an application for leave to prosecute for a criminal offence, but in practice the official receiver, where there is no application for leave, makes a report to the Board of Trade, which, in a proper case, communicates with the Public Prosecutor (see 2 Palmer's Co. Proc. (8th ed.), p. 590). Where leave is asked for, however, the making of a report to the court would seem to be a proper proceeding. In bankruptcy the statute requires such a report to be made, and where it is made the court cannot decline to consider it, even where the official receiver does not ask for an order for prosecution. The report has to be filed, and, after adjourning the determination for a time (if deemed necessary), the court must determine whether a prosecution shall take place. *Quære*, whether the

report ought, in a winding up, to be placed on the file, which any creditor or contributory may inspect on paying a fee, and any director or officer without paying a fee.—*RE DUNN* (C. A., Nov. 15, 1901) (1902, 1 K. B. 107).

Winding up—Production of Company's Books.—The Court of Appeal has recently held that a creditor petitioning in bankruptcy may have production of the debtor's books to prove allegations in the petitions. Cozens-Hardy, J., said he could find nothing in the bankruptcy statutes or rules to exclude "from the consideration of the court that which the law recognizes in other cases as admissible evidence." Except in legal proceedings inspection of a private trader's books cannot ordinarily be obtained. In the case of companies there is a limited right to inspect some books by the general public. *Quære*, whether the bankruptcy rule does not apply in the case of winding-up petitions.—*RE X. Y., EX PARTE HAES* (C. A., Nov. 15, 1901) (1902, 1 K. B. 98).

Winding up—Set Off Against Calls.—If a company, before its winding up commences, sues a shareholder for calls, and the shareholder sets up a defence of set-off, and before judgment winding up commences, the shareholder cannot rely on the set-off as an answer to an application for a balance order.—*RE HIRAM MAXIM LAMP CO.* (Byrne, J., Nov. 4, 1902) (1903, 1 Ch. 70).

Debenture—Receiver Appointed by Court.—A receiver and manager appointed by the court in a debenture-holder's action seems to be in the same position as the trustee under an individual's deed for the benefit of creditors, as regards (a) his personal liability for debts incurred; (b) his right to indemnity from the estate in respect of carrying out the duties imposed on him by his appointment; (c) his right to a lien on the goods forming part of the assets of the business carried on. Therefore, if the receiver (like the trustee of the deed) becomes bankrupt, the claim of a creditor whose debt is incurred by the receiver carrying on business cannot, by his taking out execution, defeat the right of the receiver's trustee in bankruptcy to the lien on the goods.—*JENNINGS v. MATHER* (C. A., Oct. 30, 1901) (1902, 1 Q. B. 1).

Common Law.

Foreign Corporation Carrying on Business Temporarily in England—Service of Writ within Jurisdiction.—The defendants were a German corporation, and carried on business in that country as manufacturers of motor-cars. They hired a "stand" at the Crystal Palace, in order to exhibit articles of their manufacture at a certain show or exhibition. They had the exclusive use of this stand, which was in charge of a servant of theirs, whose duty it was to push his employers' goods and take orders for the sale of the same. It was alleged by the plaintiffs that articles exhibited by the defendants infringed their patents, and a writ claiming damages for such infringement and an injunction was served on this servant of the defendants. Held, by the Court of Appeal, that during the continuance of the show the defendants were carrying on business in this country, that the servant was a "head officer" of the defendant corporation within the meaning of ord. 9, r. 8, and that therefore the writ had been properly served.—*DUNLOP PNEUMATIC TYRE CO. v. ACTIEN-GESELLSCHAFT FÜR MOTOR, &C., CO.* (1902, 1 K. B. 342).

Breach of Contract Within or Without Jurisdiction—Letter Written Abroad—Action for Wrongful Dismissal.—The defendant was a foreigner who resided in France, and was the proprietor of the *New York Herald*. The plaintiff was employed by the defendant as the London correspondent of the European edition of that paper. The defendant posted a letter in Italy to the plaintiff in England dismissing the plaintiff from his service. The plaintiff obtained leave from a judge in chambers to serve notice of a writ upon the defendant in France in an action for wrongful dismissal. The defendant entered a conditional appearance and successfully applied for an order setting aside the writ and service on the ground that the action was not founded on a breach within the jurisdiction of any contract which ought to be performed within the jurisdiction, within the meaning of ord. 11, r. 1 (c). Held, by the Court of Appeal, that the order asked for was rightly made; that there was a complete breach of contract when the letter giving notice of dismissal was posted in Italy, and that therefore there was no breach within the jurisdiction within the meaning of the rule.—*CHERRY v. THOMPSON* (L. R. 7 Q. B. 573) upheld.—*HOLLAND v. BENNETT* (1902, 1 K. B. 867).

Mr. Justice Channell, who sits with Lord Alverstone and Mr. Justice Wills to try the treason case, has, says the *St. James's Gazette*, much in common with the Lord Chief Justice, whose age and university career are curiously near his own. Both were Wranglers, both were at Trinity, both were "called" in the same decade, and both were made judges in the nineties. Sir Arthur Channell is a judge who knows his own mind, as the jury of an assize town in the North of England knows well. "What on earth do you want?" he asked the jury when they acquitted a prisoner who had been sixteen times convicted, on the ground that there was not sufficient evidence.

Result of Appeals.

Appeal Court I.

(Interlocutory List.)

The Austrian Lloyd Steamship Co. v. The Gresham Life Assurance Society (Limited). Appeal of defendants from order of Mr. Justice Darling, dated Oct. 28, 1902. Allowed with costs. Jan. 19.

Willson (Judgment Creditor) v. Haworth (Judgment Debtor). Spain (garnishee)—Ashmead (claimant). Appeal of judgment creditor from judgment of Mr. Justice Darling, dated Dec. 3, 1902. Dismissed with costs. Jan. 19.

The Goldfields of Matabeleland (Limited) v. Best and Others (John Clark, third party). Appeal of John Clark from order of Mr. Justice Bucknill, dated Dec. 10, 1902. Allowed with costs. Jan. 19.

Ropner & Co. v. Dickinson & Co. Appeal of defendants from order of Mr. Justice Bigham, dated Dec. 11, 1902 (by leave). Dismissed with costs. Jan. 19.

Hope v. Stanbury Eardley. Appeal of defendant from order of Mr. Commissioner Forbes, K.C., Birmingham, dated Dec. 10, 1902. Allowed with costs. Jan. 19.

Wilder v. Burnand and Others (P. G. C. Burnard, third party). Appeal of defendant M. B. Burnard from judgment of Mr. Justice Bucknill, dated Dec. 17, 1902. Allowed with costs. Jan. 19.

(Final List.)

Ward Bros. v. James Hill & Sons. Appeal of defendants from judgment of Mr. Justice Wills, dated Aug. 6, 1901, without a jury, Middlesex. Dismissed with costs. Jan. 20.

Spooner and Another v. Day. Appeal of defendant from judgment of Mr. Justice Wright, dated Nov. 21, 1901, without a jury, Middlesex. Dismissed with costs. Jan. 20.

Simon v. Hillam (trading, &c.). Appeal of defendant from judgment of Mr. Justice Channell, dated Nov. 16, 1901, without a jury, Middlesex. Dismissed with costs. Jan. 20.

Appeal Court II.

(In Bankruptcy.)

In re a Debtor (Ex parte The Debtor), No. 1,131 of 1902. From a receiving order made by Mr. Register Hope, dated Dec. 12, 1902. Dismissed by arrangement. Jan. 16.

In re a Debtor (Ex parte The Debtor), No. 2,621 of 1902. Bankruptcy notice. From an order made by Mr. Registrar Linklater, dated Nov. 24, 1902, dismissing the debtor's application to set aside a Bankruptcy notice. Dismissed with costs. Jan. 16.

(Interlocutory List.)

Saccharin Corporation v. Wild & Co. Appeal of defendant from order of Mr. Justice Kekewich, dated Nov. 20, 1902. Allowed; costs to abide result of action. Jan. 19.

(General List.)

In re The Estate of G. N. Greenwood, deceased. Goodhart v. Woodhead. Appeal of plaintiff from order of Mr. Justice Joyce, dated April 19, 1902. Allowed; costs to come out of estate. Jan. 22.

[Compiled by Mr. ARTHUR F. CHAPPEL, Shorthand Writer.]

Cases of the Week.

Court of Appeal.

AUSTRIAN LLOYD STEAMSHIP CO. v. GRESHAM LIFE ASSURANCE SOCIETY (LIM.). No. 1. 19th Jan.

ARBITRATION—STAYING PROCEEDINGS—SUBMISSION TO JURISDICTION OF FOREIGN COURTS—ARBITRATION ACT, 1889 (52 & 53 VICT. C. 49), ss. 4, 27.

Appeal from an order of Darling, J., at chambers, refusing to stay the proceedings in the action. The action was brought upon a policy of insurance for 50,000*l.* on the life of Hugues Rabl, a native of Trieste, who had been chief cashier of the plaintiff company at Constantinople. The policy, which was issued by the defendants, a company whose head office was in England, and who had an office at Budapest, was made in favour of the assured's wife, and was, on the death of the assured, assigned by his personal representatives to the plaintiffs. The policy was in the French language, and was made subject to certain printed conditions, by which the premiums and the policy-moneys were made payable in Budapest. The policy bore an English stamp, and was sealed with the defendant company's English seal, and was dated "Londres," though the defendants alleged that the contract was in fact made in Hungary. Conditions 23 and 24 were under the heading "Domicile," condition 24 being as follows: "Pour toutes contestations qui pourraient surgir du contrat d'assurance toutes les parties intéressées se soumettent de convention expresse à la juridiction des tribunaux compétents de Budapest." In the course of the hearing of the appeal the court expressed an opinion that the words

"se soumettent" might have a technical meaning, and that an expert should translate the words. Accordingly the case stood over for that purpose, and the following translation of "domicil" and condition 24 was made by an expert agreed upon between the parties: "Residence-for-purposes-of-jurisdiction." "24. For all disputes which may arise out of the contract of insurance, all the parties interested expressly agree to submit to the jurisdiction of the courts having jurisdiction in such matters in Budapest." The plaintiffs having brought this action to recover the policy-moneys, the defendants applied, under section 4 of the Arbitration Act, 1889, for a stay of proceedings upon the ground that condition 24 was a submission of all disputes arising out of the policy to the courts at Budapest. The plaintiff contended that this was not an agreement to refer all disputes to the courts at Budapest. Condition 24 was in favour of the policyholder, and its effect was to give him the option of suing in the courts at Budapest.

THE COURT (ROMER and MATHEW, L.J.J.) allowed the appeal. They held that condition 24 meant that, if any dispute should arise out of the policy, it should be determined by the courts at Budapest. It was not as if the insurance company alone had agreed to submit to the jurisdiction of the courts at Budapest if an action were brought against them there. Both parties had agreed to submit all differences to the courts at Budapest, just as if those courts were named in the submission as arbitrators. All proceedings in the action must accordingly be stayed.—COUNSEL, J. A. Hamilton, K.C., and D. C. Leek; Haldane, K.C., and G. H. Devonshire, SOLICITORS, Stokes & Stokes; Devonshire, Monkland, & Co.

[Reported by W. F. BARRY, Esq., Barrister-at-Law.]

High Court—Chancery Division.

THE LEEDS FORGE CO. (LIM.) v. DEIGHTON'S PATENT FLUE AND TUBE CO. (LIM.). Farwell, J. 15th Jan.

COSTS—COURT OF APPEAL—WITNESS NOT CALLED—TAXING-MASTER'S DISCRETION—R.S.C. LXV. 27 (29).

SUMMONS. This was an application on behalf of the plaintiffs in the action to vary the taxing-master's certificate. The action originally came on before Cozens-Hardy, J., and was decided in favour of the plaintiffs, but this decision was afterwards reversed in the Court of Appeal, and the plaintiffs were ordered to pay to the defendants their costs of the action in the court below and in the Court of Appeal. The costs were taxed, but the plaintiffs objected to certain items. The master considered plaintiff's objections and eventually over-ruled them and made his certificate. The summons to review the taxation was then taken out by the plaintiffs, who objected to two items only—viz.: the counsel's view and the allowance to Mr. John Catton. The taxing-master as to the first item said, applying the amended sub-rule 29, ord. 65, r. 27, that the expense of the view was properly incurred, and allowed the item objected to. As to the second item, he allowed it on the authority of *Oliver v. Robbins*, 43 W. R. 137, and though the witness was not called, held that his allowance was reasonable and proper, and should be allowed.

FARWELL, J., held that the first item allowed, though undoubtedly unusual, was still a matter for the taxing-master's discretion. The second item raised a rather novel point. This was not a case in the court below where the taxing-master held that the litigant was justified in bringing a witness to court although he was not called. This was a case of further evidence in the Court of Appeal. Moreover, no special leave had been obtained by defendants to adduce the evidence of Mr. Catton, and the witness was not called. There was nothing on which the taxing-master could exercise his judgment. He must disallow the costs of that particular witness. The result was that the application succeeded as to the latter point, but failed as to the first item.—COUNSEL, A. J. Walter; T. Terrell, K.C., and J. C. Graham. SOLICITORS, Vincent & Vincent, for Day & Yeudeale, Leeds; Harrison & Davies, for Carter, Rumden, & Carter, Leeds.

[Reported by J. H. DAVIES, Esq., Barrister-at-Law.]

High Court—King's Bench Division.

ISAACSON AND ANOTHER v. NEW GRAND (CLAPHAM JUNCTION) (LIM.). Div. Court. 14th June

MASTER AND SERVANT—EMPLOYERS' LIABILITY—INJURY TO WORKMAN—DISMISSAL OF ACTION UNDER EMPLOYERS' LIABILITY ACT, 1880 (43 & 44 VICT. C. 42)—APPLICATION TO THE COURT TO ASSESS COMPENSATION UNDER THE WORKMEN'S COMPENSATION ACT, 1897 (60 & 61 VICT. C. 37)—NEW TRIAL—RIGHT OF PLAINTIFF TO CLAIM COMPENSATION INDEPENDENTLY OF WORKMEN'S COMPENSATION ACT.

Appeal by plaintiffs from a decision of Judge Woodfall, sitting at the Westminster County Court, who dismissed the action, which was brought under the Employers' Liability Act, 1880, and Lord Campbell's Act (9 & 10 Vict. c. 93), on the ground that there was no evidence of negligence. The plaintiffs brought the action as persons entitled in respect of the death of one S. Isaacson, who sustained personal injuries which resulted in his death whilst fulfilling a contract of service as electrical engineer with the defendants at the Grand Theatre, Clapham Junction, on the 31st of July, 1901. The case was originally tried on the 16th of December, 1901, before Deputy Judge Horton Smith, who dismissed the action on the ground that the deceased was not a workman within the meaning of the Employers' Liability Act, 1880. At the close of the case counsel for the plaintiffs asked the judge to assess the compensation under the Workmen's

Compensation within that costs. The Court from the dismissal Act. On new trial, under the after such place, before the plaintiff on the par whether t defendant's Thereupon pensionation matter w rights un notice of for a ne that if on that there the appeal was not m pensionation so mainte that the sub-section judge at could not option an (5) to clai v. Newton 551; 1895 The Co allowed t Lord A that there held that learned j ought not plaintiffs the Work to preserv the dismi men's Co Wills Appeal a K.C., and Keeble.

SMITH

FRAUDS, EMPLO ANCE. Appea the actio the defer which th in writin c. 3). T applied Coast. company engaged the 7th arranged certain Australi in that c was a ce the pla on that could, a Lord the cas serve f after t contract Statute to begin princip (13 C. 1 of the Britain was not s. 4, ne althoug in purs contract of the S

Compensation Act, 1897, but the judge held that the case was not within that Act, and he therefore gave judgment for the defendants with costs. The plaintiffs thereupon gave notices of appeal to the Divisional Court from the dismissal of the action and to the Court of Appeal from the dismissal of the application under the Workmen's Compensation Act. On the 9th of April, 1902, the Divisional Court ordered a new trial, and the Court of Appeal then ordered that the appeal under the Workmen's Compensation Act should stand out until after such new trial. On the 20th of June, 1902, the second trial took place, before Judge Woodfall, who, after hearing the evidence, nonsuited the plaintiffs on the ground (1) that there was no evidence of negligence on the part of the defendants, and (2) that there was no evidence to shew whether the accident happened by reason of the negligence of the defendants (assuming such) or by the deceased's own negligence. Thereupon counsel for the plaintiffs applied *pro forma* for compensation under the Workmen's Compensation Act, 1897, and the matter was adjourned, so far as any question as to the plaintiffs' rights under that Act was concerned. The plaintiffs then gave notice of appeal to have the learned judge's order set aside and for a new trial, and the defendants gave notice of a cross-appeal that if on the hearing of the above appeal the court should be of opinion that there was evidence that ought to have been submitted to the jury, the appeal should nevertheless be dismissed on the ground that the action was not maintainable by reason of the provisions of the Workmen's Compensation Act, 1897, and that the judge was wrong in holding that it was so maintainable. As regarded this cross-appeal it was now contended that the plaintiffs, having exercised the option conferred by section 1, sub-section 4, of the Workmen's Compensation Act, by applying to the judge at the close of the first trial to assess compensation under that Act, could not now go back to the position they held before they exercised their option and enforce the alternative right given to workmen by section 1 (2) to claim compensation independently of the Act. Counsel cited *Hoddnott v. Newton* (49 W. R. 380; 1901, A. C. 49) and *Edwards v. Godfrey* (47 W. R. 551; 1899, 2 Q. B. 333).

THE COURT (LORD ALVERSTONE, C.J., and WILLS and CHANNELL, JJ.) allowed the appeal asking for a new trial, and dismissed the cross-appeal.

LORD ALVERSTONE, C.J., in giving judgment, having expressed his opinion that there was evidence which should have been submitted to the jury, held that there should be a new trial. As regarded the cross-appeal, he (the learned judge) was of opinion that, under the circumstances, the court ought not to uphold the contention of the defendants. The fact that the plaintiffs had, on their action being dismissed, claimed compensation under the Workmen's Compensation Act, which they were bound to do in order to preserve their rights, did not estop them, on successfully appealing from the dismissal, from bringing a fresh action independently of the Workmen's Compensation Act.

WILLS and CHANNELL, JJ., delivered judgments to the same effect. Appeal allowed; cross-appeal dismissed.—COUNSEL, *Moyes*; *S. T. Evans, K.C.*, and *Minton-Senhouse*. SOLICITORS, *C. T. Nicholls*; *Wynne-Baxter & Keeble*.

[Reported by E. G. STILLWELL, Esq., Barrister-at-Law.]

SMITH v. GOLD COAST AND ASHANTI EXPLORERS (LIM.). Div. Court. 15th Jan.

FRAUDS, STATUTE OF—AGREEMENT NOT TO BE PERFORMED WITHIN A YEAR—EMPLOYMENT FROM FUTURE DATE—IMPLIED CONTRACT—PART PERFORMANCE.

Appeal by the plaintiff from a decision of the Common Serjeant, who tried the action at the Mayor's Court, and directed the jury to find a verdict for the defendant company on the ground that the contract for the breach of which the plaintiff claimed damages could not be sued upon, as it was not in writing, as required by section 4 of the Statute of Frauds (29 Car. 2, c. 3). The plaintiff was a solicitor, who in answer to an advertisement applied to be appointed solicitor to the defendant company on the Gold Coast. He attended at a board meeting held at the London offices of the company on the 6th of December, 1901, and his case was that he was engaged, for one year certain as and from the following day—namely, the 7th of December. All the terms of his employment were then arranged, and the only matter left open was the production by himself of certain documents shewing that he had acted for the agent-general of West Australia, obtained by him during the time he had practised as a solicitor in that colony. There was a conflict of evidence as to whether this document was a certificate of length of practice or a testimonial, but according to the plaintiff's case he was definitely engaged by the defendant company on that day for a year from the morning of the 7th of December, if he could, as he did, produce this document from the agent-general.

LORD ALVERSTONE, C.J., in giving judgment, said that in the case of *Britain v. Rossiter* (11 Q. B. D. 123) a contract to serve for one year, the service to commence on the second day after that on which the contract was made, was held to be a contract not to be performed within a year within the meaning of the Statute of Frauds. The point here was whether a contract of service to begin one day after the contract was made was governed by the same principle. The question had been discussed *obiter* in *Cuthorne v. Cordrey* (13 C. B. N. S. 406), where there was an expression of opinion in favour of the statute not applying. The *dictum* was approved by Brett, L.J., in *Britain v. Rossiter*, who, however, expressed the view that a contract which was not enforceable by reason of the provisions of the Statute of Frauds, s. 4, nevertheless was an existing contract, and was not void altogether, although he thought a fresh contract could not be implied from facts done in pursuance of it. The doctrine as to part performance, whereby a contract was not enforceable by an action at law, owing to the provisions of the Statute of Frauds, s. 4, was rendered enforceable in equity, in cases

of the sale of interests in land, but its operation had not been extended by the provisions of the Supreme Court of Judicature Act, 1873. These authorities seemed to the Lord Chief Justice to be sufficient to support the plaintiff's contention that a contract of service to commence on the next day was not a contract which any longer of necessity fell within the Statute of Frauds. For these reasons he thought the Common Serjeant ought not to have withdrawn the case from the jury, and it must therefore go down again for trial.

WILLS and CHANNELL, JJ., concurred. Appeal allowed; leave to appeal given.—The plaintiff appeared in person; *Herbert Smith*, for the defendant company, whose solicitors were *Parker & Richardson*.

[Reported by ERSKINE REID, Esq., Barrister-at-Law.]

WIRRAL DISTRICT COUNCIL v. CARTER. Div. Court. 16th Jan.

LOCAL GOVERNMENT—PRIVATE STREET WORKS—RECOVERY OF EXPENSES BY URBAN AUTHORITY—PUBLIC HEALTH ACT, 1875, s. 150—PRIVATE STREET WORKS ACT, 1892 (55 & 56 VICT. c. 57), s. 14.

This was an appeal from the county court judge refusing to make an order on the defendant for the sum of £60 3s. 4d., which was the amount apportioned on certain premises owned by him, under section 14 of the Private Street Works Act, 1892. The facts of the case are as follows: In April of last year the above sum of £60 3s. 4d., was provisionally apportioned on premises belonging to the defendant. The notice was addressed to "The Heswall Quarry Co. (Limited), D. Robinson, owner." Robinson was the uncle of the defendant, and shortly before the provisional apportionment had been tenant of the premises. After the making of the provisional apportionment the plaintiffs discovered that the defendant was the real owner of the premises and amended their notice by inserting his name as owner and he was served with a notice. The county court judge's refusal was based on the ground that the defendant had never been served with notice of the provisional apportionment. By section 7 of the Private Street Works Act, any owner of premises shewn in the provisional apportionment as liable to be charged with any part of the expenses of executing the work may (during the month following its publication) object to the proposals of the urban authority on certain grounds therein specified, and by section 8 the urban authority may apply to a court of summary jurisdiction to hear and determine all objections. By section 12 the surveyor shall, after the completion of the works, make a final apportionment of the expenses, and within one month after such apportionment the owner may object on certain grounds mentioned in the section. The Act does not provide for any particular method of service of notices, and service has to be effected in accordance with section 267 of the Public Health Act, 1875. For the appellants it was contended that it was not necessary to serve effective notice of the provisional apportionment on the owner, and that the real owner having received notice previous to the final apportionment, they were entitled to an order upon him. It was also contended that the notice was in accordance with section 267 of the Public Health Act, 1875. For the respondent it was contended that under section 150 of the Public Health Act it had been held that effective notice of the proposed charge had to be served on the owner or occupier, and that section 7 of the Act of 1892 was in that respect identical with the earlier section. He cited *Jarrow Local Board v. Kennedy*. (34 W. R. 334, L. R. 6 Q. B. 128).

THE COURT (LORD ALVERSTONE, C.J., and WILLS and CHANNELL, JJ.) dismissed the appeal.

LORD ALVERSTONE, C.J.—Before the passing of the Act of 1892 proceedings in these cases had to be taken under section 150 of the Act of 1875. Under that Act it has been settled that there must be effective service of the provisional apportionment on the owner, and that service on the previous owner will not do. The Act of 1892 conferred important privileges on owners, and enabled them to raise questions which they could not raise before, and which they could not now raise at a later stage. Therefore it could not be said that notice was less necessary under this Act. The appellants contended that there was a distinction between section 150 of the earlier Act and section 7 of this Act, because under the earlier Act the owners could do the work themselves. But in fact they seldom did do it. I am of opinion that effective service of the provisional apportionment is necessary, and that its absence is not cured by there being a notice of the final apportionment under section 12, as the grounds of objection are much more limited than those in the previous section.—COUNSEL, *Macmorran, K.C.*, and *Naldrett*; *Carver, K.C.*, and *Swift*. SOLICITORS, *Thomson, Hayes, & Mathieson*; *Cunliffe, Davenport, & Co.*

[Reported by C. G. WILBRAHAM, Esq., Barrister-at-Law.]

DUNN v. SOUTH-EASTERN RAILWAY. Div. Court. 16th Jan.

COUNTY COURT—PRACTICE—COSTS—PAYMENT IN—WHERE PLAINTIFF RECOVERS NO MORE THAN AMOUNT PAID IN—POWER OF COUNTY COURT JUDGE TO AWARD COSTS OF ISSUE—COUNTY COURT ACT, 1888, s. 113.

Appeal from the Westminster County Court. This appeal raised the question whether the county court judge has power, when the defendant has paid money into court with a denial of liability, and the plaintiff recovers no more than the amount paid in, to give the plaintiff costs of the issue on which he has succeeded. It appeared that the plaintiff had brought an action against the defendants for negligence against the railway company. The county court judge held that there was no evidence of negligence and non-suited the plaintiff. On appeal, the Divisional Court ordered a new trial. At the second trial he recovered £25. That being the sum paid into court, the defendants were given the costs of the action, but the judge declined to order that the costs of the issue of negligence should be paid by the defendants, on the ground that he had no power to do so, though he would have done it if he had power. For the

plaintiff it was contended that it had been settled that there was power in a High Court judge to order a defendant who had paid money into court with a denial of liability to pay the costs of a particular issue, and that there was no difference in this respect between the High Court and the county court. This was shown by the County Courts Act, 1888, s. 113. He cited *Wheeler v. United Telephone Co.* (38 W. R. 295, 13 Q. B. D. 597), *Wood v. Leatham* (61 L. J. Q. B. 214), and *Wagstaff v. Bentley* (1902, 1 K. B. 214). For the defendant it was contended that there was a difference the High Court and the county court, as there was no pleadings in the county court, and that therefore there were no issues to be separately tried.

THE COURT (LORD ALVERSTONE, C.J., and WILLS and CHANNELL, JJ.) allowed the appeal.

LORD ALVERSTONE, C.J.—This is an important point. The 113th section of the County Courts Act gives the judge power to deal with the costs, and the section clearly contemplates a set-off. The High Court has by a consistent series of cases from *Wheeler v. United Telephone Co.* to *Wagstaff v. Bentley* decided that where a plaintiff recovers no more than the amount paid in, the defendant gets the general costs of the action subsequent to the payment in. But the judge has clearly power to deal with the costs of particular issues. County court procedure as far as possible should follow High Court procedure. The county court judge here said that he would have ordered the costs of the issue of negligence to be paid by the defendants, and we can now make that order.—COUNSEL, *Woodfin*; *Mellor*. SOLICITORS, *H. C. Curtis*; *T. F. Watkin*.

[Reported by C. G. WILBRAHAM, Esq., Barrister-at-Law.]

CYCLE MANUFACTURERS CO-OPERATIVE ASSOCIATION v SIMS Div. Court. 16th Jan.

COMPANY LAW—POWER OF LIQUIDATOR TO COMPROMISE—WHETHER SANCTION OF GENERAL MEETING NECESSARY—COMPANIES ACT, 1862 (25 & 26 VICT. c. 89), s. 160.

This raised the point whether a liquidator who compromises an action can bind the company, or whether under section 160 of the Companies Act, 1862, he requires the sanction of an extraordinary general meeting. The facts of the case are as follows: In February of 1898, Sims, who was one of the directors of the plaintiff company, received £50 commission from them. The company went into voluntary liquidation, and an action was brought by the liquidator to recover the sum. That action was compromised by the payment of £14. In April, 1901, the company went into compulsory liquidation, and a second action was brought in May, 1902, by the official liquidator on the ground that no resolution sanctioning the compromise had been passed. The county court judge gave judgment for the plaintiff for £36, treating the £14 as a payment on account. For the defendant it was contended that the voluntary liquidator had by section 133 (7) the same powers as the official liquidator. Those powers included the general power to compromise. The resolution provided by section 160 was not to give power to the liquidator, but to protect him against an action by the creditors. The defendant was entitled to assume that the resolution had been passed, as that was part of the management of the company. He cited *Re Scottish and English Insurance Co.* (23 L. T. 685), *Re Anglo-Romanian Water Co.*, *Wright's case* (18 W. R. 591, L. R. 5 Ch. 437), and *Re The British Provident Life and Fire Assurance Society, Grady's case* (32 L. J. Ch. 326). For the plaintiff company it was contended that the liquidator could not compromise without the consent of the company, and that sanction by an extraordinary resolution was a condition precedent to his having power to compromise it. They cited *Re Dymvor Colliery Co. (Limited)* (27 W. R. 670, 11 Ch. D. 605) and *James v. May* (L. R. 6 H. L. 328).

THE COURT (LORD ALVERSTONE, C.J., and WILLS and CHANNELL, JJ.) allowed the appeal.

LORD ALVERSTONE said he was clearly of opinion that the compromise ought not to have been treated as inoperative because of the absence of a resolution. There was certainly distinct authority that seemed to lay down the first principle for which the defendant contended. That was the case of *Re Scottish and English Marine Insurance Co. (Limited)*. The sanction of the court was a condition in that case, and that was one of the same class of conditions as in this case. That case seemed to be an authority for saying that the liquidator in such a position would be entitled to say that the other person was bound, and if so it would follow from this point of view that the liquidator would be bound also. The other authority, *Wright's case*, pointed in the same direction, and seemed to support the view that section 160 was to protect the company against the liquidator in regard to actions brought by him. The judge ought not to have considered the arrangement which had been acted upon for two years to be invalid. If the point had been really taken there was another objection that would have been fatal to the plaintiff's case—namely, that no action would succeed to recover a sum while a compromise was still pending in respect of the same cause of action. Until that compromise had been set aside the action would not lie. He thought, therefore, that the defendant was entitled to assume that the liquidator had power to compromise, and that he ought not to be made liable because all the forms which relate to the internal arrangements of the company have not been complied with.—COUNSEL, *Henry Kisch*; *Llewellyn Williams*. SOLICITORS, *Kisch, Wake & Wild*; *A. W. Omond*.

[Reported by C. G. WILBRAHAM, Esq., Barrister-at-Law.]

It is understood, says the *Times*, that Mr. A. T. Lawrence, K.C., of the Oxford Circuit, Recorder of Windsor, has been appointed a Commissioner of Assize, to go on the North-Eastern Circuit at the ensuing assizes in place of Mr. Justice Bucknill, who will continue to sit in the Probate, Divorce, and Admiralty Division.

Law Societies.

Incorporated Law Society.

A special general meeting of the members of the society will be held in the hall of the society, on Friday, the 30th of January, at two o'clock precisely, to consider the subjects hereinafter mentioned.

The president will present the prizes and certificates awarded to the successful candidates at examinations of the society.

The PRESIDENT will move: "That the Council be authorized to apply for a Supplemental Charter altering the name of the society from 'The Society of Attorneys, Solicitors, Proctors, and others not being barristers practising in the Courts of Law and Equity of the United Kingdom,' to 'The Law Society,' and also altering the qualification and method of election of extraordinary members of the Council so as to allow of the election of members other than presidents of provincial law societies, and to extend the term of office of extraordinary members."

MR. CHARLES FORD will move: "That this meeting regards the judgment of the House of Lords in the case of *Neale v. Gordon Lennar* (pronounced on the 1st of August last, reported in the November number of House of Lords Appeal Cases, reversing the judgment of the Court of Appeal on the question of the discretion and authority of counsel in settling or compromising actions) with the greatest satisfaction; and that, inasmuch as the appeal to the House of Lords was actively promoted by Sir Edward Clarke, K.C., the leading counsel in the case, the thanks of this meeting are tendered to Sir Edward Clarke for the valuable service thus rendered by him to the public and both branches of the legal profession in bringing about such a salutary alteration in the law on a point of such great importance."

United Law Society.

Jan. 20.—MR. J. F. W. GALBRAITH in the chair.—MR. C. H. KIRBY moved: "That the decision in *Jared v. Clements* (1902, 2 Ch. 399, 71 L. J. Ch. 752, 86 L. T. 887) was wrong." MR. G. D. ELLIMAN opposed. The speakers included Messrs. W. S. CLAYTON GREENE and J. F. W. GALBRAITH. The motion was lost.

Law Students' Journal.

Law Students' Societies.

LAW STUDENTS' DEBATING SOCIETY.—Jan. 27.—Chairman, Mr. Alfred Dods.—The subject for debate was: "That this house disapproves of the Monroe doctrine." MR. R. P. C. JOHNSON opened in the affirmative; MR. J. E. C. ADAMS opened in the negative. The following members also spoke: Messrs. Cahill, Aglionby, Gray Hill, Findlay, Pleadwell, Haseldine Jones, Richardson, Hugh Rendell, Hooper, Guillaume. The opener having replied, the motion was carried by three votes.

Obituary.

Mr. W. Hine-Haycock.

MR. WILLIAM HINE-HAYCOCK died suddenly on Tuesday, the 13th inst., in London. He was born on the 29th of March, 1831, and was the second son of the late Mr. Edward Haycock, of Shrewsbury, and was educated at King Edward's School, Birmingham. He was admitted in 1853, and shortly afterwards entered into partnership with his uncle, Mr. William Hine, and his partner, Mr. William Robinson. The practice, which was carried on for many years in Charterhouse-square, was founded by Mr. William Hine's father in the year 1780. Mr. Hine having retired from practice, Mr. Hine-Haycock removed to No. 4, College-hill, Cannon-street, in 1867 (Mr. Robinson remaining in Charterhouse-square), and in 1870, owing to ill-health, he bought a residence at Sidmouth, in Devonshire, and for some years resided there for a great part of his time, and whilst there he was a commissioner of taxes and also one of the Feoffees of the Sidmouth Charity Lands. From 1875 to 1889 his firm was Messrs. Hine-Haycock & Bridgman. At the end of 1889 he retired from practice, when the present firm of Bridgman & Wilcocks was constituted. Mr. Hine-Haycock was well known as a keen sportsman, and was for many years hon. secretary of the Old Surrey Foxhounds. He was also a great supporter of the Hunt Servants' Benefit Society. He was a frequent contributor to Baily's Magazine. He was a well-known figure at Lords and the Surrey County Club grounds, having been a member of the M.C.C. for 37 years. He took an active part in Freemasonry and was a Past Master of his lodge and Past Provincial and Senior Grand Deacon of Devonshire. He took great interest in philanthropic work, and was a governor of several of the London hospitals, and was very regular in his attendance at committees of some of these institutions, more particularly Christ's Hospital, St. Bartholomew's Hospital, and the Foundling Hospital. For many years he was vestry clerk of St. Sepulchre's, Middlesex, and clerk and solicitor to Kifford's Charity; he resigned the former post when he removed to 4, College-hill in 1867. He was also a trustee of Reeve's Charity, which was connected with his old parish of St. Sepulchre, and also latterly of Mitchell's City of London Charity. He was treasurer of the Charterhouse-square Trust for 47 years. He was for some years on the committee both

of the Law Association for the Benefit of the Families of Solicitors and the Solicitors' Benevolent Association. He married in 1859 Annie Mary, elder daughter of the late Mr. Thomas Parker, solicitor, of Lewisham and Blackheath, who survives him, together with four sons and a daughter. He was buried at Brompton Cemetery on Friday, the 16th inst., and there was a large attendance of friends, including representatives of Christ's Hospital, the Foundling Hospital, and the M.C.C.

Mr. H. R. Thorpe.

The death is announced of Mr. Henry Roby Thorpe, solicitor, of Nottingham. He was admitted in 1858, and had for several years held the position of Official Receiver in Bankruptcy for Nottingham. His health had latterly been declining, and he died suddenly from heart disease while on his way to attend a meeting of the Board of the Nottingham General Hospital.

Legal News.

Appointments, &c.

Mr. WILLIAM WATSON RUTHERFORD, solicitor, of Liverpool, who has been elected Member of Parliament for the West Derby Division of Liverpool, is the eldest son of the late Mr. William Rutherford, of Liverpool. He was educated at the Merchant Taylors' School, Great Crosby, and was articled in 1870 to the late Mr. John Hughes, solicitor. He was admitted in 1875, and became a partner in the firm of Messrs. Miller, Peel, & Hughes in 1878, and is now head of the firm of Messrs. Miller, Peel, Hughes, & Rutherford. Last November Mr. Rutherford was elected Lord Mayor of Liverpool, an office which he resigned in order to become a candidate for Parliament.

Changes in Partnerships.

Admissions.

Messrs. Mullings, Ellett, & Co., solicitors, of Cirencester, have taken into partnership Mr. RICHARD JOHN MULLINGS and Mr. ROBERT WILLIAM ELLETT, the sons of the two senior partners. The style of the firm will remain unaltered.

Dissolutions.

JOSEPH JOHN CORBIN, MARTIN JAMES GREENER, and GEORGE EDWARD HERBERT COOK, solicitors (Corbin, Greener, & Cook), 52, Bedford-row, London, Jan. 16. So far as regards the said Joseph John Corbin, who retires from the firm, as on and from the 1st day of January, 1903. The said Martin James Greener and George Edward Herbert Cook will continue the said practice under the present style or firm name of Corbin, Greener, & Cook. [*Gazette*, Jan. 20.]

General.

The next sittings of the Judicial Committee of the Privy Council have, says the *Times*, been provisionally fixed for Tuesday, the 3rd of February.

On Monday next there are to be called to the bar fifty-four students. Of this number twenty are of the Middle Temple, eighteen of the Inner Temple, nine of Lincoln's-inn, and seven of Gray's-inn.

A witness, says the *Quill*, the organ of the Bristol Law Students' Society, when asked his name, said it was Knott Martin. He was told that the court did not want to know what it was not, but what it was. He repeated, "My name is Knott Martin," and things were beginning to look awkward, when he proceeded to spell the name. This of course explained his meaning, though the judge remarked that it had been a somewhat knotty point.

The Home Secretary has issued an order, dated the 5th of January, applying the provisions of section 116 of the Factory and Workshops Act, 1901, with modifications, to wholesale tailoring. The order provides that the provisions of the section shall apply, subject to the modifications, to factories and workshops in which wholesale tailoring is carried on, and to out-workers employed in wholesale tailoring and the occupiers and contractors by whom they are employed. The order is to come into force on the 2nd of February, 1903.

It has been proposed by the Belgian Government, says the *Times*, that an International Conference of the Powers should be held to deal with the whole question of bills of lading. Mr. Walter Howell, on behalf of the Board of Trade, has intimated to the Associations of Chambers of Commerce "that the opinions of persons interested in this subject did not appear to be sufficiently in harmony to enable the Government to undertake the representation of any particular view, and therefore they were unable to take part in an International Conference."

It is stated that the first list of habitual drunkards, known as the "black list," who have been convicted under the new Licensing Act and debarred from the purchase of intoxicating liquor for a period of three years, was issued at Scotland-yard on Friday night and distributed to the metropolitan police stations and courts on Saturday. Particulars are given of twenty persons who had been so convicted in the metropolis to the 8th of January, of the first five of whom photographs are also published. They are all women. Only a small minority of those mentioned in the list are men. The particulars recorded for the purpose of identification include name, age, height, complexion, shape of nose and face, and other peculiarity of build or feature, occupation, residence, districts frequented, with date and nature of conviction.

On Wednesday, says the *Daily Graphic*, an action was tried before Mr. Justice Darling and a special jury, in which several Belgian lawyers gave evidence as to certain legal proceedings connected with the case that had taken place in Belgium. Counsel, dealing with the procedure in the Court of Appeal in Brussels, inquired whether the judges read the documents produced in the court below, or whether they simply listened to the advocates. Mr. Justice Darling: It depends, I suppose, on the advocates. Some advocates miss points, and some do not. At least, some do here, in England. The Witness: It depends upon the judge as well. I have seen a judge sleeping on the bench sometimes. Mr. Justice Darling: I do not wish to be unduly inquisitive—is that the reason they always have three judges in Brussels? The Witness: It is probably one of the reasons why they have five judges. Mr. Justice Darling: So that if two go asleep there are three left.

The little adventure of Lord Halsbury and the Master of the Rolls at Brighton the other day, says the *St. James's Gazette*, when they were unable to obtain refreshment at a golf clubhouse, is an odd example of difficulty in understanding the full meaning of a new law until it has been experienced. Lord Halsbury, who has thus become the victim of one of his Government's own Acts, the Licensing Act, 1902, is the exception to many rules—one of them that no criminal practitioner in England ever reaches the woolsack. The Brighton incident was not the first awkward experience the Lord Chancellor has had in the sphere which is essentially his own. There was a critical moment when he went up to the Speaker to take his seat in Parliament for the first time, and only the finding of his lost election return in somebody else's hat enabled him to be sworn. He was in court once, too, when a free fight took place in a famous case in which he was defending a peer; and on another occasion a mad clergyman sent a bullet whizzing past his head in the Central Criminal Court.

At the Bow-street police-court on Wednesday Mr. Marsham gave his decision on an important point raised before him the previous afternoon, as to whether the conviction of a publican for allowing a lottery to be carried on ought to be registered in accordance with the terms of section 9 of the new Licensing Act, 1902. Mr. Marsham said the defendant was summoned under the Lottery Act (42 Geo. 2), 1802, which made it illegal for any one to exercise a lottery either in public or in private. The defendant was a publican, but he was not summoned as a licensed person. Section 9, sub-section 1, of the new Licensing Act, 1902, said that, in the event of a conviction for an offence committed by a licensed person as such, notice should be sent to the clerk of the licensing justices for the purpose of the conviction being registered. The defendant in this case had not, in his opinion, been convicted as such licensed person. He thought the words "as such" meant convicted as a licensed person, and did not apply to a person who committed an offence distinct from his business as a licensed victualler. He was of opinion that in this case no notice should be given with a view to having the conviction registered.

A moot of the Gray's-inn Moot Society was held in Gray's-inn Hall on Monday, before the Hon. E. C. Macnaghten, K.C., president, when the following question was discussed: "A., a company promoter, purchased a mine for £10,000, intending to sell it for £100,000 to a company to be formed by him. He completed his purchase, formed the company, providing it with a board of directors under his control, and caused it to purchase the mine from him for £100,000. The company obtained large subscriptions from the public on a prospectus prepared by A., which fraudulently concealed that the board was not independent, and that A. was himself the promoter, and was making a profit on the sale. The company was unsuccessful, and at the end of a year a new and independent board was appointed. A.'s transactions were then brought to light, and proceedings were commenced against him. Pending the proceedings a rich vein of ore was discovered, and the mine was ascertained to be worth more than £100,000. Can any proceedings be maintained against A.?" After arguments, Mr. Macnaghten, K.C., said: The case was put in two ways. It was argued in the first place that A. was bound to account for the profits he had made, and in the next place that he was liable in damages. On the first point the claim is well founded. On the facts stated A. cannot retain the profits he made. The claim for damages fails. No loss was, in fact, sustained by the company.

The *Quill* gives the form of a building agreement relating to property in Bristol, dated November 17th, 1472, as follows:—"This Indenture made between Alice Chester, of Bristol, widow, some time the wife of Harry Chester, of Bristol, draper, on the one party, and Stephen Morgan, of Bristol, carpenter, on the other party, witnesseth that the said Stephen hath covenanted with the same Alice and him bindeth by these presents to make well, workmanly, and surely of good timber and boards, a new house, in the High Street of Bristol, with floors, windows, doors, and partitions, and all other things of timber work belonging to the same house, except laths and lattices, which said new house shall be set between the tenement called the Bull on the one party, and the tenement in which one Jane a Cork, Corvise [cordwainer or shoemaker], now dwelleth in, on the other party, containing in length 19 feet and 5 inches of size, and in wideness 10 feet and 4 inches; and the said Stephen shall make in the said [? house] a shop, a hall above the same, with an oriel [bay window], a chamber above the hall with an oriel, and another chamber above that by the Feast of the Annunciation of our Lady next coming, for which house so to be made by the same Stephen the said Alice granteth, and her bindeth by this present [writing] to pay unto the said Stephen £6 13s. 4d. sterling; that is to say, at the feast of the Nativity of our Lord next coming £3, at flooring of the said house 33s. 4d., and at the end of the same work 40s. Also, it is accorded, that it shall be lawful to the same Stephen to have and take as his own all the old timber for the said old house without any gain-saying of the same Alice, or any other for her, or in her name. In

witness, &c. Given the 17th day of the month of November, in the 12th year of the reign of King Edward IV.—Hardyng." [Thomas Hardyng was Town Clerk of Bristol.]

FOR THROAT IRRITATION AND COUGH "Epps's Glycerine Jujubes" always prove effective. They soften and clear the voice, and are invaluable to all suffering from cough, soreness, or dryness of the throat. Sold only in labelled tins, price 7½d. and 1s. 1½d. James Epps & Co., Ltd., Homoeopathic Chemists, London.—[ADVT.]

Court Papers.

Supreme Court of Judicature.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	EMERGENCY ROTA.	APPEAL COURT No. 2.	Mr. Justice KIRKUP.	Mr. Justice BYRNE.
Monday, Jan.	26 Mr. Beal	Mr. Farmer	Mr. Godfrey	Mr. Jackson
Tuesday	27 Carrington	King	R. Leach	Pemberton
Wednesday	28 Pemberton	Farmer	Godfrey	Jackson
Thursday	29 Church	King	R. Leach	Pemberton
Friday	30 R. Leach	Farmer	Godfrey	Jackson
Saturday	31 Godfrey	King	R. Leach	Pemberton

Date.	Mr. Justice FARWELL.	Mr. Justice BUCKLEY.	Mr. Justice JOYCE.	Mr. Justice SWINNEY EADY.
Monday, Jan.	26 Mr. Church	Mr. Theed	Mr. Carrington	Mr. Gresswell
Tuesday	27 Gresswell	W. Leach	Beal	Church
Wednesday	28 Church	W. Leach	Carrington	W. Leach
Thursday	29 Gresswell	W. Leach	Beal	Theed
Friday	30 Church	Theed	Carrington	King
Saturday	31 Gresswell	W. Leach	Beal	Farmer

The Property Mart.

Sales of the Ensuing Week.

Jan. 26.—Messrs. ALFRED SAVILL & SONS, at the Mart, at 2 p.m.:—Homerton, N.E.: Freehold Ground-rents, amounting to about £1,130 per annum, with reversions to full rack-rents, at terms varying from 70 to 80 years, of about £12,710 a year, arising from fully-licensed premises, an off-licence house, several shops, and about 330 dwelling-houses, &c. Solicitors, Messrs. Walters & Co., London. (See advertisements, this week, p. 4.)

Jan. 30.—Messrs. E. & F. SMITH, at the Mart, at 2:—Camden Town: Freehold Dwelling-house; let at £74 12s. per annum.—Upper Holloway: Long Leasehold Dwelling-house; rental value £34. Solicitors, Messrs. Ellis, Bicknell, and Ellis, London.—Holloway: Long Leasehold Dwelling-house; let at £30. Solicitors, Messrs. Boulton, Sons, & Sandeman, London. (See advertisement, Jan. 17, p. 3.)

Winding-up Notices.

London Gazette.—FRIDAY, JAN. 16.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

BIRCH, PRATT & CO., LIMITED—Peta for winding up, presented Dec 30, directed to be heard Jan 13, at 10 a.m. adjourned to be heard on Jan 27. Swann & Co., 27, Leadenhall st, agents for Challinor & Shaw, Leek, solv for pfrts. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Jan 26.

CLIFFORD HAWES & CO., LIMITED—Creditors are required, on or before Feb 21, to send their names and addresses, and the particulars of their debts or claims, to Colin Cooper, 20, Princess st, Manchester. Chamberlayne & Short, Norfolk st, Strand, solv for liquidator.

HOCKEY CENTRAL CLUB CO., LIMITED—Creditors are required, on or before Jan 31, to send their names and addresses, and the particulars of their debts or claims, to Frederic Grime, 76, Lee lane, Norwich.

ISAAC INVENTORY TRUST, LIMITED—Creditors are required, on or before Feb 28, to send their names and addresses, and the particulars of their debts or claims, to Charles Henry Weatherley, 14, George st, Mansion House. Ingle & Co, Broad st House, solv for liquidator.

LEWIS STEAMSHIP CO., LIMITED (IN LIQUIDATION)—Creditors are required, on or before Feb 27, to send their names and addresses, and the particulars of their debts or claims, to Thomas Boyden and Percy Letts Rooper, The Atlantic, Brunswick st, Liverpool. Lucas & Co, Liverpool, solv for liquidators.

JAMES, LIMITED—Creditors are required, on or before March 2, to send their names and addresses, and the particulars of their debts or claims, to Henry Yen, 5, Bampfylde st, Exeter. Roberts & Andrew, Exeter, solv for liquidator.

NEW EXHIBITION CO., LIMITED—Creditors are required, on or before Feb 10, to send their names and addresses, and the particulars of their debts or claims, to Maurice H. Mills, 85, Queen st, Chesham.

SCHERER GOLDMINE DEVELOPMENT CO., LIMITED—Creditors are required, on or before Feb 27, to send their names and addresses, and the particulars of their debts or claims, to John McKillop Wharmston, 3, Crown court, Old Broad st. Cox & Lafone, Tower Royal, Cannon st, solv for liquidator.

SOUTH WALES EXHIBITION CO., LIMITED—Creditors are required, on or before Feb 20, to send their names and addresses, and the particulars of their debts or claims, to Henry de Montagu, 220, Winchester House, Old Broad st.

T. & E. NICHOLLS, LIMITED—Peta for winding up, presented Jan 10, directed to be heard Jan 20. Oliver, 60, Castle st, Liverpool, solv for pfrts. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Jan 20.

TECHNICAL HARBOR COMPANY, LIMITED—Peta for winding up, presented Jan 6, directed to be heard at the Town Hall, Cardiff, on Feb 3. Thomas & Francis, Castle st, Cardiff, solv for pfrts. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Feb 4.

London Gazette.—TUESDAY, JAN. 20.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

AUTOMATIC TELEPHONE CO., LIMITED—Creditors are required, on or before March 3, to send their names and addresses, and the particulars of their debts or claims, to E. O. Fentley, 15 and 14, Abchurch lane.

CO-OPERATIVE ADVERTISERS, LIMITED—Peta for winding up, presented Jan 15, directed to be heard Feb 3. Dale & Co, solv for pfrts. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Feb 2.

ELECTRIC AND GENERAL CONTRACT CORPORATION, LIMITED—Creditors are required, on or before Feb 26, to send their names and addresses, and the particulars of their debts or claims, to Ernest Frank Peirson, 17, Hertford st, Coventry. Hughes & Masser, Coventry, solv for liquidator.

EXCLUSOR TRUST SYNDICATE, LIMITED—Creditors are required, on or before Feb 28, to send their names and addresses, and the particulars of their debts or claims, to Herbert Kidson, 6, St James's sq, Manchester. Janion & Hall, solv for liquidator.

GLADIATORS, LIMITED (IN LIQUIDATION)—Creditors are required, residing in the United Kingdom, on or before March 1, and elsewhere, June 1, to send their names and addresses, and the particulars of their debts or claims, to William Neil, 35, Walbrook. Julius & Thomas, Finsbury cres, solv for liquidator.

GOLD COAST ESTATES, LIMITED—Creditors are required on or before Feb 27 to send their names and addresses, and particulars of their debts or claims to Lawrence Robert Dicksee, Copthall House, No 48, Copthall av. Cox & Lafone, Tower Royal, Cannon st, solv for liquidator.

HILL END CONSOLS, LIMITED (IN VOLUNTARY LIQUIDATION)—Creditors are required, on or before Feb. 20, to send their names and addresses, and the particulars of their debts or claims, to Thomas Swinney, 9, Saint Mildred's ct. Kirkley, Copthall av, solv for liquidator.

MONTHLY REGISTER CO., LIMITED—Creditors are required, on or before Feb. 25, to send their names and addresses, and the particulars of their debts and claims, to Frank Rooke Ley, 55, Lincoln's inn fields.

Creditors' Notices.

Under Estates in Chancery.

LAST DAY OF CLAIM.

London Gazette.—TUESDAY, JAN. 13.

HURSON, SARAH, Crediton, Devon Jan 30 Manning v Wellington, Byrne, J Wellington, jun, Crediton

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, JAN. 16.

BEAL, WILLIAM, Chertsey, Cambridge, Farmer Feb 28 Ginn & Matthew, Cambridge

BELL, JANE, Sunderland Feb 14 Stockdale, Sunderland

BUNT, SIR WILLIAM, South Kensington Feb 16 Cope & Co, Gt George st, Westminster

BOWKER, JAMES, Southsea March 1 Coulton & Son, King's Lynn

BRACKWELL, FREDERICK RICHARD, Trinder rd, Crouch Hill Feb 6 Bryson & Wells Lawrence ln, Chesham

BROWNE, LEYNOR, Mansfield st, Portland pl, FBOS March 13 Calkin & Co, Stone bldg: Lincoln's inn

BULLOCK, CLEMENT, Newcastle under Lyne Feb 21 Ash, Stoke upon Trent

BURY, THOMAS, Sutton under Brilles, Gloe, Farmer Feb 21 Apin & Co, Banbury

BUTTERWORTH, JOHN PILLING, Farnfield, Notts March 1 Watson, Dury

CHAMBERLAIN, General Sir CLAUDE, Truett, Gt St, Lordwood, nr Southampton March 31 Gasquet & Metcalfe, Gt Tower st

COMER, ISAAC, Lyng, Norfolk, Farmer Feb 28 Barnard & Cross, Norwich

COOPER, THOMAS, Leytonstone, Coachbuilder Feb 17 Vincent & Vincent, Leytonstone

COX, ELIZABETH, South Kensington March 25 Todd & Co, Chancery ln

CRICK, ELIZABETH, Newmarket, All Saints, Cambridge Jan 29 Bendall & Sons, Newmarket

FRANCE, HIRAM, Southill Bailey, Yorks, Grocer Feb 14 Gledhill, Dewsbury

GAGE, HELEN, North Walsham, Norfolk Feb 28 Bull & Duncan, Watling st

GILBERT, WALTER SMITH, Peckham Rye Feb 14 Smith, Reigate

GOFFER, ALBERT, Walthamstow Feb 18 Randall & Son, Copthall bldgs

GRAHAM, ALFRED, Harringay, Builder March 1 Evans & Co, Theobald's rd, Bedford tow

HALE, GEORGE CHARLES, Prescott, Lancs March 9 Pennington & Son, Lincoln's inn fields

HAMMOND, WILLIAM GEORGE, Aston, Warwick Feb 28 Tyler & Deighton, Birmingham

HARDWICK, GEORGINA MARY ANN, West India Dock rd, Poplar Feb 28 Cobbing, Bow st

HUME, WILLIAM SCHREIBER, Solicitor, Cardiff Feb 13 Berkeley, Cardiff

JARDINE, EDWARD, Birkenhead, Joiner Feb 17 Holden & Cotton, Birkenhead

JONES, EDWARD, Wellington, Salop Feb 28 James & James, Wrexham

LANGSTONE, THOMAS, Haworth, Yorks, Rate Collector Feb 20 Lister & Turner, Keighley

LITTLE, MATTHEW, Hampstead, Merchant Mar 1 Stephenson & Co, Lombard st

LOWE, FREDERICK, South Crofton, Stationer Feb 28 Jessop, Frederick pl, Old Jewry

LYON, FRANK, Staines Feb 21 Berkeley, Lincoln inn fields

MAINWARING, RANDOLPH, Highgate Mar 1 Western & Sons, Essex st, Strand

MILNEBROW, HANNAH, Cadogan ter, Victoria Park Feb 14 Smith, Fenchurch bldgs

MILLINGTON, WILLIAM, Ashton in Makerfield, Shopkeeper March 31 Wall, Clarence chmbrs, Wallgate

MOYE, MARGARET ANN, Oxton, Cheshire Feb 28 Toulmin & Co, Liverpool

O'BRIEN, ROY ALDERSON CHARLES STAFFORD, Seamer, Suffolk March 2 Grimwade & Son, Hadleigh, Suffolk

OSBORN, CHARLES, Birmingham, Merchant Feb 20 Cottrell & Son, Birmingham

PACKER, BUDGINGTON, Walcot, Bath Feb 28 Stone & Co, Bath

PAIDOFF, JOHN FALKNER, Portladies by Sea, Sussex, Civil Engineer Feb 16 Stotham & Sons, Fenchurch st

PERKINS, MARY, Hughenden, Bucks March 1 Bliss, High Wycombe

PERKINS, WILLIAM, Hughenden, Bucks, Farmer March 1 Bliss, High Wycombe

RAHINGTON, ELIZA, Liverpool Feb 28 Toulmin & Co, Liverpool

REYNOLDS, HENRY, Lewisham Feb 14 Smith, Fenchurch bldgs

ROBY, WILLIAM, Streetford, Lancs Feb 14 Boyer & Co, Manchester

RUDD, WILLIAM, Hall Hammonds, Kintlet, Salop, Yeoman March 2 Marry & Co, Bewdley

SCHRYVER, WILLY MEER, Old Broad st, Feb 12 Clements & Co, Old Broad st

SHARMAN, WILLIAM, Fleetwood, Lancs, Tobaccoist Feb 27 Caulter, Fleetwood

SHIR, FREDERICK, Ventnor, I of W, Licensed Victualler Feb 21 Colenutt, Ryde, I of W

SMITH, WILLIAM JOHN, West Dulwich, Builder Feb 17 Woodman & Smith, Chancery ln

SOLOMONS, JOHN ISAAC, King st, Solicitor March 19 Montagu & Co, Bucklebury

SOUTHERN, JAMES, Altrincham, Solicitor March 7 Farrar & Co, Manchester

STEPHENSON, JAMES KERRIE, Kew Bridge rd, Middlesex, Solicitor Feb 28 Smith & Son, Verulam bldgs, Gray's inn

STRICKLAND, WILLIAM, Crop Heywoodbury, Dorset Feb 28 Nantles & Maunwell, Bridport

TODD, WILLIAM, East Brighthelm, Bradford Feb 11 Ambridge, Leeds

TULL, JAMES, Northam, Northumberland Feb 16 Smith, Berwick upon Tweed

TURBELL, MARGARET, Oxton, Cheshire Jan 31 Jones & Co, Liverpool

WADSWORTH, HARRIET, Undercliffe, Bradford Feb 2 Richardson, Bradford

WARD, MARK, Ringwood, Southampton, Innkeeper March 25 Jackson & Co, Ringwood

WARD, THOMAS, Newmarket under Lyne, Hardware Dealer Feb 10 Sproston, Newmarket under Lyne

WATKINS, SUSAN, Devonport Feb 21 Tidley & Son, Plymouth
 WEEKS, HENRY, Brondesbury, Artist Feb 28 Ellis & Co, Old Jewry
 WHITFIELD, ELLY REBECCA, Uckfield Feb 13 Dawson, Uckfield
 WILLEY, THOMAS, Grays, Essex, Baker March 2 Oxley & Co, Rotherham

London Gazette.—TUESDAY, Jan. 20.

ADKINSON, ROBERT REAY, Newcastle upon Tyne Feb 23 Mather & Dickinson, Newcastle upon Tyne
 ALDERIDGE, DANIEL, Plumstead, Kent Feb 15 White, Bedford row
 ATKINS, JAMES, Waterloo, Lancs March 2 Smith, Liverpool
 BLAND, WALTER, West Hartlepool March 31 Yeoman & Walby, Darlington
 BOWING, GEORGE EDWARD, Manchester Haworth, Manchester
 BROWN, CAROLINE MARY, Lichfield March 3 Wright & Marshall, Birmingham
 BROWN, JOHN SAMUEL, Lea Grange, nr Lichfield, Staffs Feb 26 Barnes & Son, Lichfield
 BROWN, JOSEPH, Cwmillery, Mon, Colliery Fireman Feb 19 Edwards, Newport, Mon
 BROWN, MARY LESTER, Penkilton, nr Manchester Jan 31 Watson & Booth, Manchester
 CARTER, ROBERT RUSSELL, Bristol Feb 20 Stanley & Co, Bristol
 CLARK, CHARLES FREDERICK DAVISON, Hornsey Feb 16 Collyer-Bristow & Co, Bedford row
 CREED, MARIA LOUISA, Surbiton March 1 Gussette & Co, Essex st, Strand
 CRUISE, EDWARD, Heaton Park, Manchester, Builder Feb 24 Lingard & Gaunt, Manchester
 ECKERSLEY, WILLIAM, Rotherham, Yorks, Engineer Feb 15 Gichard, Rotherham
 ELLIOTT, EDWARD, Mordbury, Devon Mar 20 Wilson, Plymouth
 FADY, HARRIETTA, Pembroke Feb 26 Lock & Muncester, Tenby
 FLAHER, WILLIAM, Kinsley, Staffs, Quarry Manager Feb 7 Cull & Brett, Chendale Stoke-on-Trent
 FRYETT, ALFRED JOHN, Finchley Mar 2 Herbert, Cork st, Burlington gdns
 GATSKELL, MARY CATHERINE, Leamington, Warwick Feb 20 Field & Sons, Leamington
 GILFORD, WILLIAM, Redhill, Surrey Feb 19 Ashurst & Co, Throgmorton av
 HARRISON, GEORGE, Ashton under Lyne, Gardener Feb 24 Ellison, Ashton under Lyne
 HARTLEY, FRANCIS, Liverpool, Solicitor Feb 14 Clarke, Liverpool
 HAYES, WILLIAM, Lye, Worcester Feb 2 Moberley, Lye

HAYES, ZEPHORAH, Lye, Worcester Feb 2 Moberley, Lye
 HEADBRIDGE, WILLIAM, Manchester Haworth, Manchester
 HENTHORN, JAMES, Birkenhead Feb 9 Dalby & Moore, Birkenhead
 JONES, JOSEPH EDMUND, Failsforth, nr Manchester, Theatrical Proprietor Jan 30 Walker & Co, Manchester
 JONES, LUCRETIA ELIZABETH, Moore, nr Warrington Feb 20 Slater & Co, Manchester
 JONES, ROBERT LANGFORD, Bangor, Surgeon Feb 20 Jones, Bangor
 JONES, THOMAS LLEWELLYN, Aberdare, Confectioner Feb 15 Evans, Aberdare
 KESWICK, ELIZA, Rochdale Feb 24 Moleworth & White, Rochdale
 KING, SIDNEY JOHN, Grays, Essex, Baker March 1 Hatten & Asplin, Grays
 MACCARTHY, MARY, Wiesbaden Feb 28 Redders & Higgs, Mincing
 MACKENZIE, SIR ALEXANDER, KCSI, Holmbury St Mary, Dorking Feb 28 Morgan & Co, Old Broad st
 MARTIN, WILLIAM, Walsall, General Dealer Feb 7 Armstrong, Walsall
 MORRELL, FRANK, Holland Park av, Baker Feb 19 Woosnam & Smith, Chancery in
 PRICE, JAMES, Waterloo Feb 28 Sampson & Co, Liverpool
 ROBERTS, ELIZABETH, Walland Jan 28 Drury, Newcastle upon Tyne
 RYDER, CHARLES, Leeds, Common Brewer April 15 Simpson & Co, Leeds
 SANDERS, GEORGE WOOLLEY, Redcar, Yorks Feb 15 Langley, Stockton on Tees
 SAWER, WILLIAM, Thredkell, Cumberland, Yeoman Jan 31 Broatch & Co, Keswick
 SCOTT, MARGARET, Hampton Court Feb 26 Gamlen & Co, Gray's inn sq
 SCRIVEN, MARY ANN HORSEY, Somerton, Somerset Feb 7 Louch & Co, Langport, Somerset
 SLATER, MARY, Lichfield Feb 26 Barnes & Son, Lichfield
 SMITH, JAMES, West Bromwich, Builder March 7 Eaden, Birmingham
 THOMPSON, JOHN, Rochdale Feb 7 Wiles & Thompson, Rochdale
 TRUMER, THOMAS GEORGE, Harborne, Birmingham Feb 20 Jeffery & Co, Birmingham
 WALKER, EDWARD, Stainland, near Halifax, Farmer Feb 24 Longbotham & Sons, Halifax
 WATLING, CHARLES WYAT, Exmouth Feb 15 Rising & Ravenscroft, King William st
 WESTWORTH, CHARLES, Silver st, Kensington, Pawnbroker Feb 20 Freeman & Son, Foster in, Cheapside
 WILLIAMS, DAVID EVAN, Hirwain, Glam Feb 13 Evans, Aberdare
 WOODS, HENRY JOB, Gorleston, Suffolk, Fishing Boat Owner Feb 1 Burton & Son, Gt Yarmouth

Bankruptcy Notices.

London Gazette.—TUESDAY, Jan. 13.

ADJUDICATIONS ANNULLED.

TENNELL, JAMES, Crowthorne, Berks, Builder Reading Adjudged Aug 11, 1902 Annual Dec 11, 1902
 NELSON, RICHARD JOHN, Middlesbrough, Yorks York Adjudged Jan 20, 1887 Annual Jan 6, 1903

London Gazette.—FRIDAY, Jan. 16.

RECEIVING ORDERS.

ADAMS, GEORGE, Ilkeston, Derby, Florist Derby Pet Jan 12 Ord Jan 12
 BAL, THOMAS, Dalston, Plumber High Court Pet Dec 23 Ord Jan 12
 BARNES, HARRY, Bingham, Notts, Saddler Nottingham Pet Jan 14 Ord Jan 14
 BONE, ZANTY ROBERT, Accrington, Gas Meter Inspector Blackburn Pet Jan 13 Ord Jan 13
 BULTON, RUSHTON, Colne, Lancs, Joiner Burnley Pet Jan 12 Ord Jan 12
 BOSKEY, ROBERT HENRY, and ERNEST CAIRNS, Charing Cross rd, Leather Merchants High Court Pet Jan 12 Ord Jan 12
 BRAYN, MARY ELIZABETH, Burton on Trent Burton on Trent Pet Jan 10 Ord Jan 10
 BURR, ALEXANDER, jun, Ramsholt, Suffolk, Farm Bailiff Ipswich Pet Jan 13 Ord Jan 13
 CHATE, WILLIAM WESTLEY, Kingston on Thames, Provision Merchant High Court Pet Nov 21 Ord Jan 13
 DAVIES, JAMES HARRIES, Milford Haven, Pembroke, Butcher Pembroke Dock Pet Jan 12 Ord Jan 12
 DUMERTY, JOHN, Salford, Grocer Salford Pet Jan 12 Ord Jan 12
 DREW, CHARLES ARTHUR WALNOLFE, Taddington Kingston, Surrey Pet Jan 13 Ord Jan 12
 FISHER, HERBERT WILLIAM, Craigdon, Llandudno, Boarding house Keeper Bangor Pet Jan 14 Ord Jan 14
 FOLLOWS, GEORGE, jun, Harborne, Staffs, Corn Merchant Birmingham Pet Dec 2 Ord Jan 12
 FRIEND, WALTER CHARLES, Deal, Coal Merchant Canterbury Pet Jan 6 Ord Jan 12
 GRAVES, OSCAR WILLIAM, New Cross, Builder Greenwich Pet Dec 5 Ord Jan 13
 HALL, HENRY SCOTT, Dormington, Hereford, Farmer Hereford Pet Jan 12 Ord Jan 12
 HANCOCK, FREDERICK, Bradley Green, Staffs, Grocer Macclesfield Pet Dec 30 Ord Jan 13
 HARLEY, ALEXANDER, 61 St Andrew's st, Bookseller High Court Pet Jan 13 Ord Jan 13
 JACKSON, WILLIAM HERBERT, Gt Yarmouth, Grocer's Assistant Gt Yarmouth Pet Jan 14 Ord Jan 14
 KITCHEN, JOHNNY, Shepley, nr Huddersfield, Licensed Victualler Huddersfield Pet Jan 9 Ord Jan 9
 LAURENCE & CO, CHARLES M, Liverpool, Merchants Liverpool Pet Jan 1 Ord Jan 14
 McFADDIN, WILLIAM, Kidderminster, Confectioner Kidderminster Pet Jan 14 Ord Jan 14
 MARE, HENRY, Owlerton, Sheffield, Builder Sheffield Pet Jan 12 Ord Jan 12
 MARTIN, JAMES WILLIAM, Clacton on Sea, Estate Agent Colchester Pet Dec 22 Ord Jan 10
 MATTOCK, CHARLES, Leicester, Wagonette Proprietor Leicester Pet Jan 12 Ord Jan 12
 MOTT, PETER, Leigh, Lancs, Tea Dealer Bolton Pet Jan 13 Ord Jan 13
 PAUL, LAWRENCE WILLIAM, Lowndes sq, Lieutenant High Court Pet Dec 10 Ord Jan 14
 PAULY, GEORGE EMIL, Chichester, Clerk Brighton Pet Jan 12 Ord Jan 12
 RICHARDSON, THOMAS, Ruisdon, Chester Warrington Pet Jan 13 Ord Jan 13
 RICHARDSON, THOMAS W, Handsworth, Staffs, Butcher Birmingham Pet Jan 9 Ord Jan 14

ROBSON, JOHN THOMAS, Maidstone, Licensed Victualler Maidstone Pet Jan 12 Ord Jan 12
 SMITH, ALEXANDER FINLAY, South Hampstead High Court Pet Jan 12 Ord Jan 12
 SQUIRE, GABRIEL LANE, Willenhall, Staffs, Lock Manufacturer Wolverhampton Pet Jan 14 Ord Jan 14
 SWANE, JOHN MURRAY, Kemp Town, Brighton, Contractor Brighton Pet Nov 28 Ord Jan 12
 TOMLIN, WILLIAM, Manchester, Pawnbroker Manchester Pet Jan 7 Ord Jan 14
 TRUMER, SAMUEL, Derby, Bricklayer Derby Pet Jan 14 Ord Jan 14
 TURNER, JOHN, Bardeney, Lincs, Poultry Dealer's Manager Lincoln Pet Jan 12 Ord Jan 12
 WEBB, ERNEST HENRY, Nazing, Essex, Hay Dealer Hertford Pet Dec 6 Ord Jan 10
 WHEAT, CHARLES, Manchester, Hawker Nottingham Pet Dec 23 Ord Jan 9
 WHITE, JOHN, Rotherham, Yorks, Chemist Sheffield Pet Jan 12 Ord Jan 12
 WILLIAMS, JOSEPH, Aston, Birmingham, Coal Merchant Birmingham Pet Jan 13 Ord Jan 13
 WILSON, EDITH, Handsworth, Grocer Birmingham Pet Jan 14 Ord Jan 14

Amended notices substituted for those published in the London Gazette of Dec 16:

STUART, JOHN, Watford, Herts High Court Pet Oct 31 Ord Dec 11
 VOYSEY, WILLIAM, Kingston on Thames, Butcher Kingston Pet Nov 27 Ord Dec 11

FIRST MEETINGS.

BALL, THOMAS, Dalston, Plumber Jan 26 at 11 Bankruptcy bldgs, Carey st
 BOSKEY, ROBERT HENRY, and ERNEST CAIRNS, Charing Cross rd, Leather Merchants Jan 26 at 12 Bankruptcy bldgs, Carey st
 BURR, ALEXANDER, jun, Ramsholt, Suffolk, Farm Bailiff Jan 28 at 11 Off Rec, 36, Princes st, Ipswich
 CAVE, EDNA JANE, Newport, Isle of W, Costumiere Jan 21 at 12 Off Rec, 19, Quay st, Newport, Isle of Wight
 CHATE, WILLIAM WESTLEY, Kingston on Thames, Provision Merchant Jan 27 at 12 Bankruptcy bldgs, Carey st
 CLAYTON, THOMAS, Altrincham, Cheshire, Builder Jan 28 at 2.30 Off Rec, Byron st, Manchester
 COWARD, MATTHEW, Barrow in Furness, Labourer Jan 27 at 11.30 Off Rec, 16, Cornwallis st, Barrow in Furness
 COX, CHARLES, Melton Mowbray, Auctioneer's Porter Jan 26 at 12 Off Rec, 1, Berridge st, Leicester
 DAVIES, HENRY, Aberystwyth, Glam, Colliery Haulier Jan 24 at 11 Off Rec, 31, Alexandra rd, Swansea
 DAVIES, ROBERT JOHN, Leycester, Hereford, Labourer Jan 28 at 10 4, Cord sq, Leominster
 DEARLING, STEPHEN, Chichester, Builder Jan 29 at 2.30 Off Rec, 4, Pavilion bldgs, Brighton
 FELL, MATTHEW PARK, Barrow in Furness, Butcher Jan 27 at 11 Off Rec, 16, Cornwallis st, Barrow in Furness
 FISCH, JAMES, Besscombe, Southampton, Confectioner's Manager Jan 24 at 12.30 Off Rec, Endless st, Salisbury
 HARKER, JOSEPH, Thornton, Bradford, Joiner Jan 26 at 2.30 Off Rec, 29, Tytlst st, Bradford
 JOHNSON, THOMAS RAILTON, Rochdale, Toy Dealer Jan 27 at 11.15 Town Hall, Rochdale
 MARTIN, JAMES WILLIAM, Clacton on Sea, Estate Agent Jan 28 at 2.45 Cops Hotel, Colchester
 MATTOCK, CHARLES, Leicester, Wagonette Proprietor Jan 28 at 3 Off Rec, 1, Berridge st, Leicester
 MOTT, PETER, Leigh, Lancs, Tea Dealer Jan 27 at 3 10, Exchange st, Bolton
 NEWBOLD, WILLIAM, Islington, Printer Jan 27 at 11 Bankruptcy bldgs, Carey st
 PAUL, LAWRENCE WILLIAM, Lowndes sq, Lieutenant Jan 28 at 12 Bankruptcy bldgs, Carey st
 PAULY, GEORGE EMIL, Chichester, Clerk Jan 29 at 2.45 Off Rec, 4, Pavilion bldgs, Brighton

PEARSE, FRANK, Luton, Auctioneer Jan 26 at 12 Red Lion Hotel, Luton
 PRITCHETT, CHARLES, Bishampton, Worcester, Farmer Jan 24 at 11 45, Copenhagen st, Worcester
 RATTRAY, JOHN, Pontymer, Gars Valley, Glam, Builder Jan 26 at 12 Off Rec, 117, St Mary's, Cardiff
 RAVENSCROFT, JOHN, Northwich, Timber Merchants Jan 30 at 10.30 Royal Hotel, Crewe
 ROBSON, JOHN THOMAS, Maidstone, Licensed Victualler Jan 28 at 11 9, King st, Maidstone
 ROBERTS, WILLIAM, Tenby, Pembroke, Hairdresser Jan 24 at 12.45 Off Rec, 4, Queen st, Carmarthen
 SCARBOROUGH, MAURICE, Wimbledon, Secretary Jan 26 at 12.30 Off Rec, 24, Railway av, London Bridge
 SHACKLETON, ARTHUR, Gt Horton, Bradford, Builder Jan 26 at 3 Off Rec, 29, Tytlst st, Bradford
 SMITH, ALEXANDER FINLAY, South Hampstead Jan 26 at 12 Bankruptcy bldgs, Carey st
 SWANE, JOHN MURRAY, Kemp Town, Brighton, Contractor Jan 29 at 3.30 Off Rec, Pavilion bldgs, Brighton
 SWILES, FRANK, Bradford, Butcher Jan 26 at 3.30 Off Rec, 29, Tytlst st, Bradford
 THOMPSON, JOHN, Brecon, Solicitor's Clerk Jan 27 at 3 135, Hight st, Merthyr Tydfil
 TURNER, MARY CHARLOTTE, Lorne Park, Bournemouth, Lodging house Proprietress Jan 24 at 1 Off Rec, Endless st, Salisbury
 VICKERS, GEORGE, Leicester, Butcher Jan 26 at 12.30 Off Rec, 1, Berridge st, Leicester
 WILLIAMS, GEORGE, Merthyr Tydfil, Colliery Repairer Jan 26 at 3 133, Hight st, Merthyr Tydfil

ADJUDICATIONS.

ADAMS, GEORGE, Ilkeston, Derby, Florist Pet Jan 12 Ord Jan 12
 BARNES, HARRY, Bingham, Notts, Saddler Nottingham Pet Jan 14 Ord Jan 14
 BONE, ZANTY ROBERT, Accrington, Gas Meter Inspector Blackburn Pet Jan 13 Ord Jan 13
 BULTON, RUSHTON, Colne, Lancs, Joiner Burnley Pet Jan 12 Ord Jan 12
 BRAYN, MARY ELIZABETH, Burton on Trent Burton on Trent Pet Jan 10 Ord Jan 10
 BURR, ALEXANDER, jun, Ramsholt, Suffolk, Farm Bailiff Ipswich Pet Jan 13 Ord Jan 13
 CAWES, GEORGE HENRY, Chertsey, Coach Painter Kingston, Surrey Pet Jan 9 Ord Jan 13
 DUMERTY, JOHN, Salford, Grocer Salford Pet Jan 12 Ord Jan 13
 EDWARDS, HENRY, Porton, Hants, Financial Agent Portsmouth Pet July 4 Ord Jan 12
 FISHER, HERBERT WILLIAM, Craigdon, Llandudno, Boarding house Keeper Bangor Pet Jan 14 Ord Jan 14
 FRIEND, WALTER CHARLES, Deal, Coal Merchant Canterbury Pet Jan 6 Ord Jan 12
 HARLEY, ALEXANDER, 61 St Andrew's st, Bookseller High Court Pet Jan 13 Ord Jan 13
 HARRINGTON, MARY, Liverpool, Trunk Manufacturer Liverpool Pet Dec 22 Ord Jan 12
 JACKSON, WILLIAM HERBERT, Gt Yarmouth, Grocer's Assistant Gt Yarmouth Pet Jan 14 Ord Jan 14
 KITCHEN, JOHNNY, Shepley, nr Huddersfield, Licensed Victualler Huddersfield Pet Jan 9 Ord Jan 9
 KURTE, LEONARD, Walthamstow, Baker High Court Pet Dec 17 Ord Jan 12
 LOCATELLI, J, Newcastle on Tyne, Provision Merchant Newcastle on Tyne Pet Nov 30 Ord Jan 13
 McFADDIN, WILLIAM, Kidderminster, Confectioner Kidderminster Pet Jan 14 Ord Jan 14
 MATTOCK, CHARLES, Leicester, Wagonette Proprietor Leicester Pet Jan 12 Ord Jan 12
 MOTT, PETER, Leigh, Lancs, Tea Dealer Bolton Pet Jan 13 Ord Jan 13
 PAULY, GEORGE EMIL, Chichester, Clerk Brighton Pet Jan 12 Ord Jan 12
 PRITCHETT, HENRY HERBERT, Rochal, Worcester, Carpenter Birmingham Pet Jan 2 Ord Jan 13

RICHARDSON, THOMAS, Runcorn, Chester Warrington Pet Jan 13 Ord Jan 13
 RICHMOND, ALFRED JAMES, Cow Cross st, Merchant High Court Pet Dec 20 Ord Jan 10
 ROSSON, JOHN THOMAS, Maidstone, Licensed Victualler Maidstone Pet Jan 12 Ord Jan 12
 SQUIRE, GABRIEL LANE, Willenhall, Staffs, Lock Manufacturer Wolverhampton Pet Jan 14 Ord Jan 14
 SWANE, JOHN MURRAY, Kemp Town, Brighton, Contractor Brighton Pet Nov 28 Ord Jan 14
 SZMUKLESKY, MORRIS, Houndsditch, Shirt Manufacturer High Court Pet Dec 7 Ord Jan 10
 THOMSON, JOHN, Brecon, Solicitor's Clerk Merthyr Tydfil Pet Dec 15 Ord Jan 12
 TOMLIN, WILLIAM, Manchester, Pawnbroker Manchester Pet Jan 7 Ord Jan 14
 TRUMAN, SAMUEL, Derby, Bricklayer Derby Pet Jan 14 Ord Jan 14
 TURNER, JOHN, Bardney, Lincs, Poultry Dealer's Manager Lincoln Pet Jan 12 Ord Jan 12
 WHITE, ALFRED, Moreton in the Marsh, Glos, Farmer Banbury Pet Dec 18 Ord Jan 12
 WHITE, JOHN, Rotherham, Yorks, Chemist Sheffield Pet Jan 12 Ord Jan 12
 WILSON, EDITH, Handsworth, Grocer Birmingham Pet Jan 14 Ord Jan 14

ADJUDICATION ANNULLED.

WOLFF, ARTHUR, 124, Fenchurch st, Wine Merchant High Court Adjud Nov 22, 1894 Annul Aug 19, 1902

ADJUDICATION ANNULLED AND RECEIVING ORDER RESCINDED.

AIRY, JAMES ALFRED, Newgate st, Tailor High Court Rec Ord Jan 14, 1901 Adjud Jan 24, 1901 Resc & Annul Nov 18, 1902

London Gazette.—TUESDAY, JAN. 20.

RECEIVING ORDERS.

ALLPORT, SIDNEY ROLAND, Aston New Town, Birmingham, Furniture Dealer Birmingham Pet Jan 16 Ord Jan 16
 ANDREWS, HENRY SEPTIMUS, Bengeworth, Evesham, Worcester, Baker Worcester Pet Jan 16 Ord Jan 16
 BARBER, WILLIAM JOHN, Staplehurst, Kent, Licensed Victualler Maidstone Pet Jan 16 Ord Jan 16
 BEDELL, WILLIAM JOHN, Cardington, Salop, Farmer Shrewsbury Pet Jan 15 Ord Jan 15
 CHANDLER, FREDERICK THOMAS, Hammonds Green, Builder Southampton Pet Jan 15 Ord Jan 15
 COLLINS, CHARLES, Sparkhill, Furniture Upholsterer Birmingham Pet Jan 15 Ord Jan 15
 DAWSON, FRED, Oldham, Box Maker Oldham Pet Jan 16 Ord Jan 16
 FLUX, CHARLES WESTON LANGLEY, Russell sq, Bloomsbury, Solicitor Croydon Pet Dec 12 Ord Jan 13
 FOSTER, WILLIAM PERCY, Loughborough, Fruit Merchant Leicester Pet Jan 15 Ord Jan 16
 GILBEY, FREDERICK, Watford, Oil Merchant St Albans Pet Jan 13 Ord Jan 13
 GILDER, JOHN, Fallowfield, Lancs, Grocer Oldham Pet Jan 15 Ord Jan 15
 GRONAU, CATHERINE, Ramsgate, Boarding house Keeper Canterbury Pet Jan 16 Ord Jan 16
 HAMMOND, JOHN, Harrogate, Baker York Pet Jan 15 Ord Jan 15
 HARKER, JOSEPH, Thornton, Bradford, Joiner Bradford Pet Jan 15 Ord Jan 15
 HITCHCOCK, NORMAN JESSE, Hook, Wootton Bassett, Wils, Baker Swindon Pet Jan 15 Ord Jan 15
 JAY & CO., M. Hutton gdn, Wickerwork Manufacturer High Court Pet Jan 13 Ord Jan 17
 JOHNSON, GEORGE, Marske by the Sea, Middlesbrough Pet Jan 14 Ord Jan 14
 JORGENSEN, T. Newcastle on Tyne, Provision Importer Newcastle on Tyne Pet Jan 5 Ord Jan 16
 LORD, THOMAS HENRY, Leicester, Boot Manufacturer Leicester Pet Jan 15 Ord Jan 15
 OSBORNE, RICHARD ALEXANDER, Newcastle on Tyne, Temperance Hotel Proprietor Newcastle on Tyne Pet Jan 15 Ord Jan 16
 PALMER, FREDERICK WILLIAM, Norwich, Plumber Norwich Pet Jan 17 Ord Jan 17
 PIERCE, ARTHUR BELLERBY, York, Off Licence Holder York Pet Jan 15 Ord Jan 15
 POLLARD, JAMES, Gee Cross, Hyde, Electrical Engineer Ashton under Lyne Pet Dec 31 Pet Jan 15
 ROWE, ANTHONY STANLEY, Hyde Park sq, Mining Engineer High Court Pet Jan 1 Ord Jan 19
 SEEMAN, H C, Stamford Brook mans, Goldhawk rd High Court Pet Nov 6 Ord Jan 15
 SILVERSTEIN, ALFRED ISAAC, Kingston upon Hull, Grocer Kingston upon Hull Pet Jan 15 Ord Jan 15
 STEELE, ARCHIBALD JOHNSTONE, Whitfield st, Licensed Victualler High Court Pet Jan 2 Ord Jan 15
 WARR, WILLIAM, Boston, Lincs, Coal Merchant Boston Pet Jan 16 Ord Jan 16
 WILSON, HERBERT ELLIS, Goole, Yorks, Cycle Dealer Wakefield Pet Jan 16 Ord Jan 16
 WINTER, JOSEPH, Armsley, Leeds, Shoe Dealer's Traveller Leeds Pet Jan 14 Ord Jan 14

Amended notice substituted for that published in the London Gazette of Jan 16:

TOMLIN, WILLIAM, Stamford, or Manchester, Pawnbroker Manchester Pet Jan 7 Ord Jan 14

FIRST MEETINGS.

ANDREWS, HENRY SEPTIMUS, Bengeworth, Evesham, Worcester, Baker Jan 20 at 11 45, Copenhagen st, Worcester
 BARBER, WILLIAM JOHN, Staplehurst, Kent, Licensed Victualler Jan 20 at 11 15, 9, King st, Maidstone
 BEDELL, WILLIAM JOHN, Cardington, Salop, Farmer Feb 10 at 10 20 Off Rec, 42, St John's hill, Shrewsbury
 BRAY, MARY ELIZABETH, Burton on Trent Jan 20 at 9 30 Midland Hotel, Station st, Burton on Trent

BUCKLEY, EDMUND, Barmouth, Merioneth Jan 30 at 11 Townhall, Aberystwith
 COHEN, HERBERT, Edgbaston, Birmingham, Rubber Merchant Jan 29 at 11 174, Corporation st, Birmingham
 COOPER, GEORGE HENRY, Chertsey, Surrey, Coach Painter Jan 28 at 11 30 24, Railway app, London Bridge
 CRAVEN, CHARLES, Gt Grimsby Jan 28 at 11 Off Rec 15, Osborn st, Gt Grimsby
 EDUX, CHARLES WESTON LANGLEY, Russell sq, Bloomsbury, Solicitor Jan 29 at 12 30 24, Railway app, London Bridge
 FOSTER, WILLIAM PERCY, Loughborough, Fruit Merchant Jan 30 at 12 30 Off Rec, 1, Berridge st, Leicester
 FURSTENAU, LOUIS, Birmingham, Coal Agent Jan 28 at 12 174, Corporation st, Birmingham
 GARDINER, WILLIAM THOMAS, Conisborough, Yorks, Pot-maker Jan 28 at 12 Off Rec, Firtree ln, Sheffield
 GREEN, JOHN JAMES, Goldenhill, Staffs, Grocer Jan 28 at 10 30 Town Hall, Hanley
 HAMILL, BERNARD, Wimbledon, Tailor Jan 28 at 12 30 24, Railway app, London Bridge
 HAMMOND, JOHN, New Park, Harrogate, Baker Jan 29 at 11 Off Rec, The Red House, Duncombe pl, York
 HARRINGTON, MARY, Liverpool, Mail Cart Manufacturer Jan 28 at 12 Off Rec, 35, Victoria st, Liverpool
 JORGENSEN, T. Newcastle on Tyne, Provision Importer

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Jan 28 at 11 30 Off Rec, 30, Mosley st, Newcastle upon Tyne
 KITCHEN, JOHNSY, Shepley, nr Huddersfield, Licensed Victualler Jan 29 at 8 Off Rec, 18, John William st, Huddersfield
 LORD, THOMAS HENRY, Leicester, Boot Manufacturer Jan 28 at 12 30 Off Rec, 1, Berridge st, Leicester
 OSBORNE, RICHARD ALEXANDER, Newcastle on Tyne, Temperance Hotel Proprietor Jan 30 at 11 30 Off Rec, 30, Mosley st, Newcastle on Tyne
 PIERCE, ARTHUR BELLERBY, York, Off Licence Holder Jan 29 at 11 45 Off Rec, The Red House, Duncombe pl, York
 PLAISTER, SIDNEY HERBERT, Rendal, Worcester, Carpenter Jan 30 at 11 174, Corporation st, Birmingham
 RICHARDSON, THOMAS, Runcorn, Chester Feb 6 at 10 45 Court house, Palmits sq, Warrington
 ROWE, ANTHONY STANLEY, Hyde Park sq, Mining Engineer Jan 28 at 11 Bankruptcy bldgs, Carey st
 SEAL, FREDERICK HERBERT, Lancaster, Builders' Merchant Jan 28 at 11 Off Rec, 14, Chapel st, Preston
 SEEMAN, H C, Stamford Brook mans, Goldhawk rd Jan 29 at 11 Bankruptcy bldgs, Carey st
 SOARES, JULIO, Richmond, Surrey, Hotel Proprietor Jan 29 at 11 30 24, Railway app, London Bridge
 STEELE, ARCHIBALD JOHNSTONE, Whitfield st, Licensed Victualler Jan 29 at 12 Bankruptcy bldgs, Carey st

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SEKULESKY, MORRIS, Stoke Newington, Shirt Manufacturer Jan 30 at 12 Bankruptcy bldg, Carey st
 WHITE, JOHN, Rotherham, Yorks, Chemist Jan 28 at 12.30
 Off Rec, Figtree Ln, Sheffield

ADJUDICATIONS.

ABRAHAMS, ISAAC, Woburn pl High Court Pet July 22
 Ord Jan 13
 ANDREWS, HENRY SEPTIMUS, Evesham, Worcester, Baker
 Worcester Pet Jan 16 Ord Jan 16
 BARBER, WILLIAM JOHN, Staplehurst, Kent, Licensed
 Victualler Maidstone Pet Jan 16 Ord Jan 16
 BODILL, WILLIAM JOHN, Cardington, Salop, Farmer
 Shrewsbury Pet Jan 15 Ord Jan 16
 CHADLER, FREDERICK THOMAS, Totton, Southampton,
 Builder Southampton Pet Jan 15 Ord Jan 15
 COLLINS, CHARLES, Sparkhill, Worcester, Furniture
 Upholsterer Birmingham Pet Jan 15 Ord Jan 15
 DAWSON, FRED, Oldham, Box Maker Oldham Pet Jan 16
 Ord Jan 16
 FOSTER, T. H., Hounslow av, Hounslow, Builder Brentford
 Pet Nov 22 Pet Jan 14
 FOSTER, WILLIAM PERCY, Loughborough, Fruit Merchant
 Leicester Pet Jan 16 Ord Jan 16
 GILDER, JOHN, Failsforth, Lancs, Grocer Oldham Pet
 Jan 15 Ord Jan 15
 GRIGG, LAWRENCE HUBERT IGNATIUS GEORGE, HM Prison,
 Lewes High Court Pet Nov 12 Ord Jan 16
 GUGAN, CATHERINE, Ramsgate, Boarding house Keeper
 Canterbury Pet Jan 16 Ord Jan 16
 HARMON, JOHN, Harrogate, Baker York Pet Jan 15 Ord
 Jan 15
 HANCOCK, FREDERICK, Bradley Green, Staffs, Grocer
 Macclesfield Pet Dec 30 Ord Jan 15
 HARRIS, JOSEPH, Thornton, Bradford, Joiner Bradford
 Pet Jan 15 Ord Jan 15
 HARRIS, HENRI PAULET, Bristol Bristol Pet Dec 23 Ord
 Jan 17
 HERRERT, SAMUEL, Hackney Downs, Printer High Court
 Pet Dec 15 Ord Jan 16
 HIRSHCOCK, NORMAN JESSE, Hook, nr Wootton Bassett,
 Wilts, Baker Swindon Pet Jan 15 Ord Jan 15
 JOHNSON, GEORGE, Marske by the Sea, Yorks, Saddler
 Middlesbrough Pet Jan 14 Ord Jan 14
 LORD, THOMAS HENRY, Leicester, Boot Manufacturer
 Leicester Pet Jan 15 Ord Jan 15
 PALMER, AGNES, Birmingham, Mineral Water Manu-
 facturers Birmingham Pet Dec 10 Ord Jan 16
 PALMER, FREDERICK WILLIAM, Norwich, Plumber Norwich
 Pet Jan 17 Ord Jan 17
 PIERCY, ARTHUR BELLERBY, York, Off Licence Holder
 York Pet Jan 15 Ord Jan 15
 PLATCHETT, CHARLES, Bishampton, Worcester, Farmer
 Worcester Pet Dec 31 Ord Jan 12
 SILVESTER, ALFRED ISAAC, Kingston on Hull, Grocer King-
 ston on Hull Pet Jan 15 Ord Jan 15
 SLATER, WASHINGTON, and WALTER SLATER, Sheffield, Cut-
 lery Manufacturers Sheffield Pet Nov 13 Ord Jan 15
 STUTFIELD, GEORGE HERBERT, Old sq, Lincoln's Inn, Barris-
 ter at law High Court Pet July 10 Ord Jan 15
 WASS, WILLIAM, Boston, Lincs, Coal Merchant Boston
 Pet Jan 16 Ord Jan 16
 WHITE, CORNELIUS RICHARD, Liverpool, Ironmonger
 Liverpool Pet Dec 31 Ord Jan 14
 WILSON, HERBERT ELLIS, Goole, Cycle Dealer Wakefield
 Pet Jan 16 Ord Jan 16
 WILSON, JOHN, Chorlton cum Hardy, Builder Salford
 Pet Dec 2 Ord Jan 15
 WINTER, JOSEPH, Armley, Leeds, Shoes Dealer's Traveller
 Leeds Pet Jan 14 Ord Jan 14
 WYBROW, ARTHUR, Chelmsford, Boot Manufacturer
 Chelmsford Pet Jan 6 Ord Jan 16

Amended notice substituted for that published in the
 London Gazette of Jan 16:

TORLIN, WILLIAM, Stretford, nr Manchester, Pawnbroker
 Manchester Pet Jan 7 Ord Jan 14

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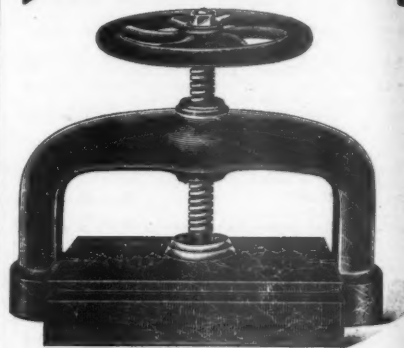
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